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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

## TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING AGENDA

July 14th, 2010 – 1:30 P.M.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

Gavin Newsom, Mayor

DIRECTORS

GOVERNMENT  
DOCUMENTS DEPT

JUL - 9 2010

Owen Stephens, *President*  
Helen Nigg, *Secretary*  
John Rahaim  
Douglas Shoemaker

John Elberling, *CFO*  
Claudine Cheng  
Jean-Paul Samaha  
Supervisor Chris Daly (*Ex-Officio*)

SAN FRANCISCO  
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Mirian Saez, Director of Island Operations

### ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment (*Discussion Item*) \*\*\**In addition to General Public Comment, Public Comment will be held during each item on the agenda. \*\*\**  
*Estimated Length of Item: 10 minutes*
3. Reports
  - a. Report by Director of Island Operations (*Discussion Item*)  
*Estimated Length of Item: 5 minutes*
  - b. Report by Office of Economic & Workforce Development (*Discussion Item*)  
*Estimated Length of Item: 10 minutes*
  - c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)

*Estimated Length of Item: 5 Minutes*

4. Communications (*Discussion Item*)

*Estimated Length of Item: 5 minutes*

5. Ongoing Business by Board of Directors

6. **CONSENT AGENDA**

*Estimated Length of Item: 5 minutes*

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board ("Authority Board") and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a. Approving the Minutes of the June 9, 2010 meeting (*Action Item*)
- b. Resolution authorizing the Director of Island Operations to execute a loan agreement with History San Jose for the temporary loan of the Miguel Covarrubias murals "Peoples of the Pacific", "Economy of the Pacific", and "Native Dwellings of the Pacific Area" (*Action Item*)
- c. Resolution authorizing the Director of Island Operations to execute a loan agreement with the National Building Museum for the temporary loan of the Miguel Covarrubias mural "Native Means of Transportation of the Pacific Area" (*Action Item*)
- d. Resolution authorizing the Director of Island Operations to execute (i) a Memorandum of Understanding Between the Treasure Island Development Authority and Catholic Charities CYO, a California nonprofit corporation, retroactively for the purpose of obtaining full-day child care services in Building 502 for the period from July 1, 2010 to June 30, 2011; (ii) the First Amendment to the Grant Agreement with Catholic Charities CYO retroactively to extend the term to June 30, 2011 and increase the maximum grant amount to \$52,000; and (iii) the First Amendment to Sublease No. 220 with Catholic Charities CYO for Building 502, Treasure Island, extending the term retroactively to June 30, 2011 (*Action Item*)
- e. Resolution authorizing the Director of Island Operations to execute an Amendment to the Agreement with the San Francisco County Transportation Authority for engineering and planning assistance on the Treasure Island Transportation Plan to retroactively extend the term to June 30, 2011 and increase the contract amount by \$25,000 to a total not to exceed amount of \$124,670 (*Action Item*)
- f. Resolution authorizing the Director of Island Operations to execute a Second Amendment to the Amended and Restated Agreement with SERA Architects to

retroactively extend the term for an additional 12 months to June 30, 2011 (*Action Item*)

- g. Resolution authorizing the Director of Island Operations the Second Amendment to the contract with URS Corporation Americas for strategic advice and peer review consulting services in connection with the preparation of infrastructure plans for the Treasure Island/Yerba Buena Island Redevelopment Project by retroactively extending the term for an additional twelve months to June 30, 2011 (*Action Item*)
- 7. Resolution authorizing the Director of Island Operations to execute a Third Amendment to Sublease No. 98 with the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation, to retroactively: (i) remove Parcel B (the Library) from the Premises; (ii) delay the effective date for the commencement of Base Rent for Parcel F (Pavilion By The Bay) from September 1, 2009 to January 1, 2010; and (iii) increase the Base Rent payable for Parcel F (Pavilion By The Bay) to \$7,500.00 per month effective August 1, 2010 (*Action Item*)
- 8. Resolution Establishing an Ad Hoc Nominating Committee, Consisting of Three Members of the Treasure Island Development Authority ("TIDA") Board of Directors Appointed by the President, to Nominate Members of the TIDA Board to Serve as Officers of the TIDA Board in Accordance With the TIDA Bylaws (*Action Item*)
- 9. Informational Presentation by the United States Navy on on-going remediation activities on former Naval Station Treasure Island (*Discussion Item*)
- 10. Informational Presentation on proposed summary of Transition Housing Rules and Regulations (*Discussion Item*)
- 11. POSSIBLE CLOSED SESSION  
\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting\*\*\*
  - a. Public comment on all items relating to closed session
  - b. Vote on whether to hold closed session to confer with real property negotiators (*Action item*)
- 1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
*Persons negotiating for the Authority:* Jack Sylvan, Michael Tymoff, Jon Yolles  
*Persons negotiating with the Authority:* United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative  
*Property:* Former Naval Station Treasure Island  
*Under Negotiation:*  
Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

c. Reconvene in open session (*Action item*)

i. Possible report on action taken in closed session under Agenda Item 11 (Government Code section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12)

ii. Vote to elect whether to disclose any or all discussions held in closed session (*San Francisco Administrative Code Section 67.12*).

12. Adjournment

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.*

**Disability Access**

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The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

**Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

**KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>















1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation  $f(x) = \int_0^x f(t) dt$ . It is shown that  $f(x)$  is a constant function, and its value is determined by the initial condition  $f(0)$ .

2. In the second part, we consider the problem of finding the maximum value of the function  $f(x)$  on the interval  $[0, 1]$ . We show that the maximum value is attained at  $x = 0$  and is equal to  $f(0)$ .

3. The third part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation  $f(x) = \int_0^x f(t) dt$ . It is shown that  $f(x)$  is a constant function, and its value is determined by the initial condition  $f(0)$ .

4. In the fourth part, we consider the problem of finding the maximum value of the function  $f(x)$  on the interval  $[0, 1]$ . We show that the maximum value is attained at  $x = 0$  and is equal to  $f(0)$ .

5. The fifth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation  $f(x) = \int_0^x f(t) dt$ . It is shown that  $f(x)$  is a constant function, and its value is determined by the initial condition  $f(0)$ .

6. In the sixth part, we consider the problem of finding the maximum value of the function  $f(x)$  on the interval  $[0, 1]$ . We show that the maximum value is attained at  $x = 0$  and is equal to  $f(0)$ .

7. The seventh part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation  $f(x) = \int_0^x f(t) dt$ . It is shown that  $f(x)$  is a constant function, and its value is determined by the initial condition  $f(0)$ .

8. In the eighth part, we consider the problem of finding the maximum value of the function  $f(x)$  on the interval  $[0, 1]$ . We show that the maximum value is attained at  $x = 0$  and is equal to  $f(0)$ .

9. The ninth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation  $f(x) = \int_0^x f(t) dt$ . It is shown that  $f(x)$  is a constant function, and its value is determined by the initial condition  $f(0)$ .

10. In the tenth part, we consider the problem of finding the maximum value of the function  $f(x)$  on the interval  $[0, 1]$ . We show that the maximum value is attained at  $x = 0$  and is equal to  $f(0)$ .



# Notes



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MIRIAN SAEZ

DIRECTOR OF THE ISLAND OPERATIONS

MEMO

To: Mirian Saez, Director of Island Operations

From: Frishtah Afifi, Project Administrator

Date: 07/14/2010

RE: Finance Report

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This report summarizes revenues received and expenses recorded from July 1, 2009 through June 30, 2010 for TIDA Operations.

**Revenues** are on target and the total received is approximately **\$9,911,546**, or 98% of the FY10 projected revenues. However, our Special Events revenues are struggling at 57% for the Joint Venture and at 51% for the TIDA-booked Special Events as a result of the current downturn in the economy and granted waivers of event fees respectively. In addition, due to the economic conditions a number of cancelations for banner reservations have occurred as the marketing budgets of many transportation and public service agencies that usually reserve the YBI banner space are decreased. As a result, the YBI banner revenues are down at \$229,311, or 70%.

Finally, the John Stewart Common Area Maintenance (CAM) charges are up at \$506,608, or 149%, because the monthly CAM fees from other housing providers are now booked on this line.

**Expenses** are at **\$10,016,140**, or approximately 99% of the FY10 expense budget. A large portion of the expenses are the City department Work-Orders (\$8,407,960) which are encumbered at the beginning of the fiscal year. The Professional Services expenditure line is on target at \$1,475,435, or approximately 1% over budget. We have had some unplanned expenditures of \$120,000 in the Marine

Salvage category. Finally, the Administration expenditure line is down at \$103,060, or approximately at 79%.

In the next month, Staff will continue to have discussions with the GSA's accounting team to close the books for the fiscal year and reconcile TIDA's revenues and expenditures in the City's FAMIS system. Staff will also work with the GSA accounting team to load the new budget for FY 2010-11.

The detailed spreadsheet of TIDA Operation revenue and expenditure is included with this Memo.

Expenses	TIDA Approved 09-10	FY 09-10 Actuals	FY 09-10 Balance
<b>DRAFT TIDA OPERATIONS EXPENSES</b>			
<b>TRATION</b>			
AR (Salaries)	Under GSAs Budget		
MISC FRINGE BENEFITS	Under GSAs Budget		
SHIP PROGRAM	\$15,000	\$15,000	\$0
TS	\$5,000	\$5,000	\$0
ISTS	\$10,000	\$10,000	\$0
EXP	\$750	\$750	\$0
Y FEES	\$4,000	\$4,000	\$0
AL AND MARKETING EXPENSE	\$20,000	\$22,800	-\$2,800
POSTAGE	\$15,000	\$15,000	\$0
ALS & LEASED EQUIPMENT	\$13,000	\$13,000	\$0
IRIALS & SUPPLIES	\$16,000	\$16,000	\$0
RENT ADMINISTRATIVE EXPENSES	\$33,000	\$1,510	\$31,490
<b>MINISTRATION</b>	<b>\$131,750</b>	<b>\$103,060</b>	<b>\$28,690</b>
<b>IONAL &amp; SPECIALIZED SERVICES</b>			
LAND BOYS & GIRLS CLUB HOUSE	\$140,000	\$128,470	\$11,530
KIDNAGO	\$50,000	\$44,213	\$5,787
CATHOLIC CHARITIES	\$0	\$0	\$0
CHILD CARE FACILITY OPERATIONS	\$175,000	\$17,200	-\$157,800
TING CONTRACT	\$175,000	\$174,664	\$336
ATIONS YMCA	\$150,000	\$133,877	\$16,123
VAGE	\$20,000	\$127,210	-\$107,210
IC ART HISTORICAL PRESERVATION	\$40,000	\$2,080	\$37,910
SERVICES (GOLDEN GATE DISPOSAL)	\$25,000	\$13,285	\$11,735
SERVICES (Toolworks)	\$108,000	\$99,000	\$9,000
ANTENANCE RUBICON	\$675,000	\$631,480	\$43,520
ORS LIABILITY INSURANCE	\$45,000	\$45,000	\$0
SSIONAL SERVICES	\$40,000	\$38,985	-\$1,015
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>	<b>\$1,463,000</b>	<b>\$1,475,434</b>	<b>-\$12,434</b>
<b>PARTMENT WORK-ORDERS</b>			
IT OF PARKING AND TRAFFIC		<b>FY 09-10 Encumbered Amounts</b>	
RS OFFICE	\$15,000	\$20,000	
ES (AAO)	\$25,000	\$25,000	
IT OF BUILDING INSPECTION	\$39,000	\$40,223	
EMENT INSURANCE CONSULTING	\$10,000	\$10,000	
RVICES AGENCY	\$9,000	\$9,000	
ORNEY-LEGAL SERVICES (AAO)	\$1,202,992	\$1,068,130	
IT TRAINING (AAO)	\$200,000	\$200,000	
ENTRAL SHOPS-AUTO MAINT (AAO)	\$13,000	\$13,000	
ENTRAL SHOPS-FUEL STOCK (AAO)	\$3,500	\$3,500	
RODUCTION (AAO)	\$20,000	\$20,000	
CH METCHY (AAO) (\$560,000 Utility Bills, 135,000 Generators, \$200,000 MOU)	\$995,000	\$995,000	
LONG REPAIR (AAO)	\$1,187,808	\$794,037	
MANAGEMENT SERVICES	\$0	\$29,058	
OTAL SERVICES ENGINEERING	\$0	\$48,470	
TEAU OF STREET ENVIRONMENTAL SERVICES	\$48,470	\$48,470	
TEAU OF STREETS AND SEWER REPAIR SERVICES	\$50,285	\$50,285	
TEAU OF URBAN FOREST(R) SERVICES	\$173,000	\$173,000	
TEAU OF OPERATIONS (Classified under BBR FY 09-10)	\$109,824	\$299,595	
ITAL IMPROVEMENT PROJECTS	\$426,710	\$4,297,393	
IV DEPARTMENT WORK-ORDERS	\$4,549,967	\$5,875,887	
PERATIONS EXPENDITURES	\$6,149,717	\$6,149,717	
AVAILABLE FOR DISTRIBUTION TO GENERAL FUND	\$4,014,548	\$4,140,253	
VENUES	\$10,164,385.00	\$10,016,140	

IDA 2009-10 REVENUE SOURCES 6/9/10	FY 09-10 TIDA Board Approved Budget	FY 09-10 TIDA Deposits as of 6/27/10	Percentage
Joint Venture Special Events	\$457,355.00	\$239,349	56.71%
IDA Special Events Revenues	\$194,000.00	\$98,930	50.99%
Commercial Events Revenues	\$1,654,800.00	\$1,793,291	107.76%
Lim Revenues	\$20,000.00	\$20,000	100.00%
BI Filming/Celesties/ Banner Revenues	\$328,940.00	\$229,311	69.71%
Maritime Revenues	\$102,730.00	\$114,279	111.24%
John Stewart Company Housing Revenues	\$5,702,840.00	\$5,549,779	97.32%
John Stewart Company Housing CAM Revenues	\$339,600.00	\$506,608	149.18%
FFD Training Academy	\$814,000.00	\$800,000	98.28%
anyforwards	\$550,000.00	\$550,000	100.00%
<b>Grand Totals</b>	<b>\$10,164,265.00</b>	<b>\$9,911,546</b>	<b>98%</b>

**Treasure Island Development Authority  
Subleases and Permits Executed  
Pursuant To Leasing Policy  
As of July, 14, 2010**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date	Leasehold Type	Sq. Ft.	Monthly Rent/ Permit Fee	Comments
Building 180, north	275	New	Michael Donaldson Antiques	June 12, 2010	Storage	5,025	\$2,200.00	Executed
Building 180, north	258	New	Solrouge	July 1, 2010	Wine making and storage	PA: 8,000 and PB: 4,000	\$5,000	Executed
Building 180, north	283	New	Zip Cubes Storage Corp	July 1, 2010	Storage	14,000	\$5,000	Executed
Great Lawn	P-261	New	Sunset Seekers/PacificSound	June 13, 2010	Private picnic		\$2,000.00	Executed
B-180 parking lot, Eucalyptus Lot, streets and roads	P-269	New	Tri-California Events	July 8 – 12, 2010	2010 SF Triathlon at Treasure Island	n/a	\$18,250	Executed
TT South Waterfront; Marina lot	P-272	New	Summer Sailstice LLC	June 18 – 20, 2010	Summer Sailstice 2010	n/a	\$2,500	Executed
Lot at Avenue H and 3 <sup>rd</sup> Street	P-276	New	San Francisco Amateur Radio Club	June 26, 2010	SFARC Field Day 2010	n/a	\$250	Executed
Lot at Avenue M between 3 <sup>rd</sup> and 4 <sup>th</sup> Streets	P-277	New	San Francisco Giants Enterprises, LLC	June 7 – 22, 2010	Trailer parking for S.F. Giants County Faire	n/a	\$5,000	Executed
Bldg 258 –	P-278	New	Atlas Media Corp.	June 10,	Production	n/a	\$500	Executed

Old Post Office				2010	filming			
Portion of Building 1 parking lot	P-279	New	THDI	June 12, 2010	TICN market and info faire		Waived	Executed
Eucalyptus Parking Lot	P-280	New	Wine Valley Catering	June 17 - 19, 2010	Special Event overflow parking	n/a	\$1,500	Executed
Portion of Building 3	P-284	New	Cornell Companies	6/21/2010	Temporary shelter of programs residents	n/a	\$10,000	Executed
Building 180 parking lot	P-285	New	Renegades Assn. of Northern California	6/26/2010	Marching band practice	n/a	\$250	Executed
TI Front Gate	P-286	New	Make Believe Studios Inc	6/28/2010	Production filming	n/a	\$500	Executed



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**To:           Treasure Island Development Authority Board of Directors**  
**From:       Mirian Saez, Director of Island Operations**  
**Date:        July 9, 2010**  
**Re:          Use Permit and Film Permit Waivers and Reductions**

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The following waivers and reductions were granted for short-term Use Permits and Film Permits between June 5, 2010 and July 9, 2010

Waivers:

- Berkeley Police Department – YBI Quarters 2 – 7 – June 9, 2010
- Treasure Island Homeless Development Initiative – portion of Building One Parking Lot - June 12, 2010
- Department of Homeland Security – YBI Quarters 240 and 60 – June 17, 2010
- Berkeley Police Department – YBI Quarters 2 – 7 – July 6, 2010
- San Francisco Police Department – YBI Quarters 62 – July 7, 2010

Reductions:

- Atlas Media – Film Production – June 10, 2010
- Renegades Association of America – Building 180 parking lot – June 26, 2010
- San Francisco Amateur Radio Club – portion of the Great Lawn – June 26 – 27, 2010
- Make Believe Media – Film Production – June 28, 2010
- Cornell Companies – Portion of Building 3 – June 21 – July 18, 2010





11.11.11

1. The first part of the document is a letter from the Secretary of the Department of Health to the Secretary of the Department of Education. The letter is dated 11.11.11 and is addressed to the Secretary of the Department of Education.

2. The second part of the document is a letter from the Secretary of the Department of Education to the Secretary of the Department of Health. The letter is dated 11.11.11 and is addressed to the Secretary of the Department of Health.

3. The third part of the document is a letter from the Secretary of the Department of Health to the Secretary of the Department of Education. The letter is dated 11.11.11 and is addressed to the Secretary of the Department of Education.

4. The fourth part of the document is a letter from the Secretary of the Department of Education to the Secretary of the Department of Health. The letter is dated 11.11.11 and is addressed to the Secretary of the Department of Health.

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TO: Mayor, Gavin Newsom

CC: Steve Kawa, Chief of Staff  
Ed Lee, City Administrator  
Amy Brown, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operation

DATE: June 25, 2010

**TIDA 2010-2011 Budget – Revised**

Last month, the Treasure Island Development Authority (TIDA) staff reported on the Fiscal Year 2010-2011 proposed budget. Since that time, TIDA Board approved a revised budget to reflect a change in services provided by the Department of Public Works and an increase in General Fund contribution by \$100,000 to \$2,359,792, or approximately 30%.

**Highlights of the Month**

*111 Taylor Street Residents Temporarily Housed on TI*

Through a request from the Department of Emergency Management and coordination with the Department of Public Health and the American Red Cross, TIDA has temporarily permitted a portion of Hanger Three to the Cornell Company, an organization which provides housing and services to parolees. The 67 residents were displaced by a fire and anticipated to be housed in the Hanger for approximately three weeks while repairs are made to their building.

*Summer Sailstice*

Summer Sailstice is the global holiday celebrating sailing held annually on or near the summer solstice – the longest sailing day of the year. A collaborative effort of the Treasure Island Marina, Yacht Club and Sailing Center, this year's Sailstice provided fun for all family members. By providing free anchorage to all boaters, guests were able to enjoy live music, food, a kid's treasure hunt, free sailing, sailing races and Polynesian dancing. Last year 7 X 7 Magazine voted Summer Sailstice the *Best Day on the Bay*.

This year guests and sailors enjoyed the open waterway of Clipper Cove free of derelict vessels. The open waterways were attributed to TIDA's Clipper Cove Regulations and consistent enforcement of same.

Memo to Mayor Gavin Newsom  
Treasure Island Development Authority  
June 25, 2010

*Treasure Island Wines, Recipient of San Francisco Convention and Visitor's Bureau  
Neighborhood Membership Grant*

In an effort to extend the economic impact of San Francisco's tourism industry into the City's diverse neighborhoods, the SFCVB has created a new Neighborhood Membership Grants Program. Treasure Island Wines was one of eight recipients selected, based on the unique "Only in San Francisco" nature of their wine business.

**Quality of Life Issues**

- Catholic Charities Child Development Center has grown its enrollment from 21 infants and children to 38, and anticipate opening up another room in August to accommodate 12 more children.
- The Islands' May crime statistic indicates a 45% reduction in crimes from last year and 40% reduction for the month.
- As TIDA's ongoing efforts to keep Emergency Preparedness front of mind, two staff members participated in this years city-wide Golden Guardian Exercise.

**New Leases (In Support of Small Business Growth)**

*John's Bargain Imports* – Located in Building 264 formerly the Navy morgue, John's Bargain Imports is leasing 3,800 square feet of storage space for surplus and salvage merchandise.

*City View Storage* – Located in Building 225 formerly the Navy Auto Hobby Shop, City View Storage is leasing the shop and surrounding yard for general storage and vehicle storage.

*Machinery Plant* - Located in Building 216 formerly the Navy RV Storage Shed, Machinery Plant is leasing 12,000 square feet of storage.

**Next Upcoming Special Event**

*Treasure Island Triathlon*, featuring contestants from this year's NBC's *Biggest Loser*, July 10 -11, 2010

*Oracle World, Employee Appreciation* September 22, 2010

*California Dragon Boat Festival* – September 25 – 26, 2010

*American Lung Association, Healthy Air Walk*, October 2, 2010

*TI Wine Festival*, October 9-10, 2010

*Treasure Island Music Festival*, October 16 – 17, 2010



TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND

June 25, 2010

<<insert name>>

<<insert address>>

San Francisco, CA <<insert zip>>

Dear Villages at Treasure Island Resident:

We hope you had the opportunity to attend one of the three recent community meetings held at the Ship Shape Building where Treasure Island Development Authority ("TIDA") staff presented an update of the proposed redevelopment project and introduced the proposed transition housing program for residents of the Villages at Treasure Island ("Villages"). The purpose of this letter is to briefly summarize the intent of the meetings and direct you to where you can obtain more information if you were unable to attend. In addition, we want to share with you an upcoming change in the lease renewal process. If you did attend one of the meetings, thank you for coming and for your feedback. We will do our best to address the questions and concerns you raised.

#### Project Overview

During the meeting, TIDA staff presented a brief overview of the proposed development project for the reuse of former Naval Station Treasure Island ("NSTI"). This project is not yet approved and is still going through an extensive public review process required of all redevelopment projects of this size and complexity. To learn more about the proposed project, please go to the TIDA website at [www.sftreasureisland.org](http://www.sftreasureisland.org) and click on the Redevelopment link.

#### Proposed Transition Housing Program

TIDA reviewed a set of principals that would guide the transition housing process for residents of the Villages if and when redevelopment occurs. Based on feedback from numerous public meetings, it is TIDA's intention that the process be: transparent, so residents have the opportunity to understand what is being proposed; participatory, so that residents have a chance to provide input and feedback on the proposed guidelines; and informative, so that residents will have the information they need to make decisions, including information about the options available and timing of the process.

TIDA staff explained the key concepts of a document titled "Summary of Proposed Transition Housing Rules and Regulations," which provides an overview of the proposed transition housing program that would be implemented as part of the reuse of NSTI. Due to the complexity of the information presented, we strongly encourage all residents to obtain a copy of the document in one of the following ways:

1. Pick up the document at the TIDA office located on the second floor of Building One on Treasure Island, One Avenue of the Palms.
2. Download the document from the TIDA website at [www.sftreasureisland.org](http://www.sftreasureisland.org)
3. Email [TIDA@sfgov.org](mailto:TIDA@sfgov.org) and request the document.
4. Call the TIDA hotline at (415) 554-6170, and leave a message with your name and mailing address (or email address) and the document will be sent to you.

We encourage you to provide us with questions or feedback on the Summary of Proposed Transition Housing Rules and Regulations. Comments can be delivered to the TIDA office, sent via email to [TIDA@sfgov.org](mailto:TIDA@sfgov.org), or left on the hotline voicemail (415-554-6170). Comments are due by July 31, 2010.

The document applies only to Villages residents and not to TIHDI residents (residents of Catholic Charities, Community Housing Partnership, Rubicon, Walden House, Haight Ashbury Free Clinic, and Swords to Ploughshares). A separate transition program for TIHDI residents will be prepared and coordinated with TIHDI residents and service providers at a later date.

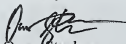
#### New Lease

At the community meetings, TIDA also explained a new lease policy that will apply when your current lease expires. If you wish to extend your lease, you will sign a new one-page lease addendum that will extend your current lease through June 30, 2011. After this date, your lease will continue on a month-to-month basis as long as you remain a tenant in good standing. The move away from one-year lease renewals to a month-to-month system is consistent with general San Francisco rental practice and is needed to give TIDA flexibility with regards to property management if the redevelopment project is approved. This approach does not change your rights to continue living in the Villages now or after any project approvals.

As a reminder, this letter is not a notice to vacate the premises. If you choose to move off-island before you receive a notice to vacate, you will be ineligible for relocation assistance. You should continue to pay your monthly rent to your landlord because failure to pay rent will be cause for eviction, which would also make you ineligible for relocation benefits. No one will be asked to transition until and unless the project is approved, subject to environmental review, and only then after several months notice.

To stay informed about the proposed redevelopment project, visit the TIDA website at [www.sftreasureisland.org](http://www.sftreasureisland.org), call the Treasure Island Redevelopment hotline at (415) 554-6170, or come to monthly CAB and TIDA Board meetings. Meeting times and locations are posted on the TIDA website. To be added to the email lists for these meetings, or if you have any questions about the upcoming resident meetings, please call (415) 554-6680 or email [janell.stoney@sfgov.org](mailto:janell.stoney@sfgov.org).

Sincerely,



Owen Stephens,

President, Treasure Island Development Authority Board



Mirian Saez,

Director of Island Operations, Treasure Island Development Authority



Jack Sylvan,

Treasure Island Redevelopment Project Director, Treasure Island Development Authority



## MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital      Jack Gardner, JSCo      Ned York, JSCo  
John Stewart, JSCo      Loren Sanborn, JSCo      Connie Le, JSCo  
Paula Schlunegger, JSCo      Lynny Lee, JSCo

From: Michael Smith-Heimer *[Signature]*

Date: June 18, 2010

Subject: Percentage Rent for Treasure Island Housing Project Sublease for May 2010

Enclosed is our payment of Percentage Rent in the amount of \$397,755 for the May period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses include funding reserves as outlined in the sublease requirements including accrued funds to pay Possessory Interest charges of the property.

### Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of May 2010, Actual Total Revenues were 5% above Budgeted Total Revenues while Actual Total Operating Expenses were above Budgeted Total Operating Expenses by about 9% (with a significant negative adjustment for Operations and Maintenance during the period). The result was that Funds Available for Distribution were at budget.

### Calculation of Percentage Rent

Based on operations, a total of \$418,690 in adjusted Gross Revenues after costs of operations are available for distribution for the May period. These revenues are distributed as follows:

<u>May 2010 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$418,690	\$417,853
Percentage rent for TIDA	\$397,755	\$396,960
Percentage rent reimbursed to JSCo		
for Playground Construction	0	
Total percentage rent to TIDA	\$397,755	\$396,960
Percentage rent for JSCo	\$20,935	\$20,893

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

















CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

## NOTICE OF MEETING CANCELLATION

Please note that the Tuesday, June 1, 2010 meeting of the Treasure Island/ Yerba Buena Island Citizens Advisory Board (CAB) has been cancelled.

The next meeting is scheduled for Tuesday, July 6<sup>th</sup>, 2010, at 6:00pm at San Francisco City Hall, room 305. 1 Dr. Carlton B. Goodlett Pl, San Francisco, CA, 94102

Please contact Janell Stoney at (415) 554-6680 with any questions.







# Notes



This newsletter was prepared  
By Good Neighbors of Treasure Island  
and Yerba Buena Island  
under consultation with:  
Treasure Island Development Authority;  
Mayor Gavin Newsom;  
Owen Stephens, President,  
Treasure Island Authority;  
and Miriam Saez,  
Director of Island Operations

INSIDE THIS ISSUE:

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Pocket Bikes	8
Triathlon	8

TREASURE ISLAND  
NEWS

DEADLINES &  
CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted to Andrea McHenry, Editor-in-Chief by the 10<sup>th</sup> of the month prior to publication for consideration. Email

TreasureIslandNews  
@comcast.net

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

## Redevelopment Plan Update and Transition

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Continued on page 5

## Update on the Navy Cleanup Program

June 2010  
By Jim Sullivan, Navy

The Navy and their contractors continue investigation and environmental cleanup at locations on Treasure Island.

**Property Transfer:** The Navy environmental team is working on documents to support the transfer of portions of Treasure Island and Yerba Buena Island. The primary document is the Finding of Suitability to Transfer (FOST). Two previous FOSTs were completed in 2006 for portions of TI and YBI. The new 2010 FOST will include additional property where cleanup has been completed or where it has been determined that no cleanup is required. Updates on environmental documents for transfer will be

presented at the August 17th 2010 Restoration Advisory Board (RAB) meeting and future RAB meetings.

**TI Housing Area (Site 12):** Soil excavation continues in the Westside Drive area, and is expected to continue through at least the end of 2010. Additional project updates will be provided at the RAB meetings.

The Navy study to treat arsenic in groundwater near the corner of Westside Drive and Gateview Avenue continues. Due to the unexpected discovery of some diesel fuel floating on the surface of the groundwater in this area, the Navy is investigating the extent and options for removal of the diesel. The diesel has to be

removed before the arsenic treatment can be started. The groundwater and diesel are approximately four feet below ground surface so it is not a hazard to residents. (Groundwater is not used for drinking water at TI and YBI. All drinking water is supplied by pipeline from San Francisco.)

**Perimeter Road/Path:** Due to ongoing Navy cleanup work, two sections of the Perimeter Path remain closed until cleanup work is complete. The Perimeter Path is open to foot traffic from the south to the Westside Drive/Lester Court excavation, where it is then fenced off. The path is open to foot traffic north of Lester Court and east all the way to Avenue M including the boat ramp area.

Continued on page 7

# July 2010

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4 	5	6 CAB Meeting - 6 pm	7	8	9	10 Good Neighbors Meeting 11 A.M.
11 Triathlon 	12	13	14 TIDA Board Meeting—1:30 City Hall	15	16 	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. For more information, visit [www.SFTreasureIsland.org](http://www.SFTreasureIsland.org)

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on the first Tuesday of each month 6:00 PM - 8:00 PM.

Meeting locations vary. Check the agenda posted on [www.SFTreasureIsland.org](http://www.SFTreasureIsland.org)

## Preserve and foster Treasure Island memories. Hang out in a beautiful building. Help to re-establish the Treasure Island Museum!

The Treasure Island Museum is back in beautiful Building One on Treasure Island. We're back in a small way but our future looks very bright. Visitors come daily to Treasure Island, sometimes to see us, sometimes discovering us as a part of their Treasure Island Experience.

But on Saturdays and Sundays, Building One is closed! We now have permission to open the building for a few hours on weekends, provided that we have a professional security guard on hand, at our own expense. We have now contracted with a security company to provide a guard from noon until four o'clock every Saturday and Sunday through September, 2010.

**But we need more.** The guard has specific duties and cannot unlock the door to our private room, sell items from our gift shop, or spend "quality time" with visitors. For that we need docents.

You do not need to be an expert on Treasure Island to be a docent for our exhibits. It helps if you care about history and the museum's collecting areas (primarily the world's fair and the American sea services in the Pacific). We will provide you with some basic background information about the island and the museum. All you really need is a little passion for Treasure Island!

We primarily need docents for weekends, from 11:45 a.m. until approximately 4:00 p.m., when the guard leaves.

Please go to <http://www.treasureislandmuseum.org> and click on the calendar to see available dates.



If you have a few spare hours on upcoming weekends, please email [volunteers@treasureislandmuseum.org](mailto:volunteers@treasureislandmuseum.org) or call Anne Schnoebelen at 650 796 0520. Thank you.

### TOP 5 SAFETY TIPS

Mark Connors

Summer is here and the number of reported incidents that occur on the island tend to go up. You can help reduce your chance of becoming a victim by following the tips below.

1. Always lock your doors and windows – including the upstairs windows and your patio door.
2. Don't open your door to strangers – Always ask who is at the door and check the peephole before opening. Its not rude – its safe.
3. Keep valuables out of site –
  - Don't leave laptops, etc. in plain sight of an open windows.
- If you purchase a big ticket item, be sure to disassemble the box and put it in the garbage can instead of leaving it out
- When traveling, lock valuables in the trunk BEFORE you get to your destination
- Don't leave anything in your car
4. Become familiar with your neighbors and your neighborhood. If you see something suspicious call the police (415 -553-0123 – non-emergency/ 911 - emergency)
5. When traveling, ask a trusted friend to keep an eye on your house.

## E-mail Updates from Good Neighbors

Good Neighbors sends out at least one email per month containing the community newsletter and sometimes more. If you would like to get these updates, please write to:

**Good\_Neighbors@comcast.net.** Your information will be treated as confidential and your address will not be shared with others.

To ensure that future announcements from Good Neighbors of Treasure Island and Yerba Buena Island are delivered to your inbox (not your bulk folder), please add **Good\_Neighbors@comcast.net** to your address book.

If you have already signed up but are not getting announcements, please check your SPAM filter.

**NOTE:** Signing up on the list does not make you a member. To become a member, please visit **TreasureIslandSF.org** and complete an online membership application.

## Trainee Deandre Ragland Discusses His Experience Working in the Office of Congress Woman Barbara Boxer

The internship in Congresswoman Barbara Lee's District Office has been a very positive experience so far. In the short two weeks I've been working there I've learned some great new skills, met some amazing new people, and just being there has made such an impact on my life. Within the first couple of days of working there I already felt like I very familiar with everybody in the office because they were so welcoming and positive, it made me feel like I was supposed to be there. When I'm finished I know the knowledge and wisdom I get from being a part of the internship will prepare me for any challenges I may face with my career in the future. I plan on taking full advantage of my experience and making the best of my time here.



## TREASURE ISLAND JOB CORPS CORNER



## FIREWORKS ALERT!



It is illegal to possess or discharge fireworks of any kind in the City of San Francisco throughout the year, including the 4th of July. This ordinance will be strictly enforced.



Continued from page 1

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Sincerely,

Owen Stephens,  
President, Treasure Island Development Authority Board

Mirlan Saez,  
Director of Island Operations, Treasure Island Development Authority

Jack Sylvan,  
Treasure Island Redevelopment Project Director, Treasure Island Development Authority

## THE IMPORTANCE OF YOUR VOICE

Naval Station Treasure Island (NSTI) is at an important point in its future re-development plans. Everyone who plans to stay during redevelopment, or is contemplating staying needs to become familiar with, and comment on, the recently published draft version of the transition housing plan.

While our redevelopment project has been one of the most publicly vetted projects in the City of San Francisco and the state of California, some of the residents who participated in the planning during early years have since moved away. This is our chance as the current residents to have our opinion and voice heard.

TIDA (Treasure Island Development Authority) recently held three resident meeting to present and get feedback on the above mentioned document. These meetings focused on the transition plan for residents of The Villages At Treasure Island (John Stewart Company.) Meetings for residents with the Treasure Island Homeless Development Initiative (TIHDI) occur at some point in the future

The next step will be a presentation to the Citizens Advisory Board on Tuesday, July 6, 6:00 pm at City Hall. CAB members will be able to ask questions and make comments on the proposal, afterwards residents and interested parties will be able to address their thoughts to the CAB.

Once the CAB makes its recommendations the document will be brought before the TIDA Board of Directors. This will be another chance to appear and add comment to the process. Finally, once TIDA approves the document it will be presented to the SF Board of Supervisors for review and eventual approval.

Don't wait to see what happens! Become involved now. Read the document, send your comments to [TIDA@SFGov.org](mailto:TIDA@SFGov.org), come to the CAB meeting and others as they are scheduled. Copies of the draft plan can be found on the TIDA website [www.sftreasureisland.org](http://www.sftreasureisland.org), or by going to the TIDA offices, One Avenue of the Palms, Second floor and requesting a copy.

Don't rely on rumors and second hand information. It is in your own best interest to become aware of the actual proposal, hear a multitude of opinions, and come to your own conclusion. Now is the time!

Mark Connors  
President  
Good Neighbors of TI/YBI

## GOOD NEIGHBORS QUARTERLY MEETING—JULY 10



Good Neighbors is an association of residents, agencies, companies and individuals living and/or working on Treasure Island and Yerba Buena Island. As individuals and neighborhoods, we are dedicated to improving our personal and communal lives. We do this by providing information, advocacy, events and activities which promote safety, emergency preparedness, and social networking to assist in building relationships across populations on the islands.

We value respect, tolerance, working toward the public good, individual initiative, and are supportive towards the common goals of the community. We encourage the empowerment of individuals who care about the community and strive to act collectively towards the greater good.

**When:** Saturday, July 10, 2010

**Time:** 11 am—1 pm

**Where:** The Shipshape Building

**Topics:** Organization Reports, Crime, Island Updates, informal discussion of draft transition plan for JSCO residents,

Please RSVP by emailing [Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net) Or call 415-520-6653



### Fireworks Schedule

Date	Approximate Time	Location	Sponsor
July 4	9:15—9:30 PM	Sausalito	Sausalito
July 4	9:30—9:50 PM	Off Pier 39	City of SF
July 11	8:50—8:55 PM	Treasure Island	Benchmark Destinations
July 16	10:00—10:12 PM	China Basin	SF Giants



## Navy Update—Continued from page 1

**Site 31 Former South Storage Yard:** This site includes a portion of the south schoolyard area of the former TI elementary school and 11<sup>th</sup> Street between Avenue D and Avenue E. Soil excavation work continues and is expected to be completed later this year. The intersection of 11<sup>th</sup> Street and Avenue E is temporarily closed.

**Site 32 Former Training and Storage Area:** This site is east of the wastewater treatment plant along the east shore of the island. The soil excavation and backfill is complete, and the area has been reseeded with a wildflower mix.

**Site 33 Waterline Replacement Area:** This site is located in the southeast portion of TI between 3<sup>rd</sup> and 5<sup>th</sup> Streets east of Avenue H. Later this year the Navy will be conducting a soil excavation similar to the cleanup project at Site 31.

**Building 233 Demolition:** Later this summer the Navy will conduct a radiological screening and demolition of Building 233, located along Avenue M at 4<sup>th</sup> Street. Building 233 was a Navy training building and the site of a 1950 spill of a vial of radium salts in a classroom.

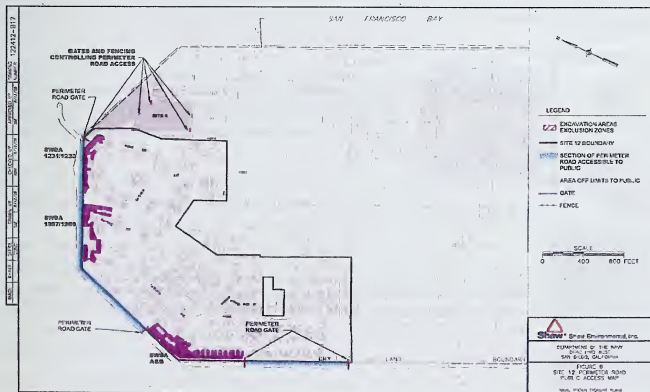
**Other Ongoing Cleanup Projects:** There are two ongoing groundwater cleanup pilot projects; at Site 21 near the TI Sailing Center at Pier 12, and at Site 24 on the east side of the island.

**Where You Can Get More Information:** Copies of documents are available for review at the Information Repository at: San Francisco Public Library, Government Publications Section, 100 Larkin Street, San Francisco, California, (415) 557-4400 and the Navy BRAC Caretaker Site Office, 410 Palm Ave, Building 1, Room 161 on Treasure Island, (415) 743-4729. Select documents are also available on the Navy's website.

If you have any comments or questions, please contact James Sullivan at (619) 532-0966 or send an e-mail to james.b.sullivan2@navy.mil. You can also attend the bi-monthly Restoration Advisory Board (RAB) meetings to get updates on Navy cleanup projects at TI and YBI. All RAB meetings are public meetings. Everyone is welcome! The next RAB meeting is **Tuesday August 17th** at 7:00 pm at the Casa de la Vista.

Newsletters and Information Sheets will also be mailed out periodically by the Navy.

Please visit the Navy website at [www.bracpmo.navy.mil](http://www.bracpmo.navy.mil)



Perimeter Path Public Access shown in blue.

We're on the web!  
www.TreasureIslandSF.org



**TIHDI** Treasure Island Homeless Development Initiative

### Concerned About Your Financial Future?

Visit The Business Assistance Center (BAC)  
@ Ship Shape Building located at 850 Avenue I

## How To SUBSCRIBE

Anyone can subscribe to this  
FREE newsletter by sending your  
request to:

Good\_Neighbors@comcast.net

Please encourage your  
housemates, neighbors, and  
others interested in Treasure  
Island to sign up.

Or, residents of the Villages, can  
also send an email to:

Villages@JSCO.net

With the subject "Email Notices  
Sign-up" and include your name,  
address and contact info. Staff  
will verify the information, then  
send the latest community news.



Next Quarterly Meeting

Saturday, July 10  
Shipshape  
11 am-1 pm

Call (415) 520-6653

Monday - Thursday

9 am - 5 pm

- Free Credit Report & FICO Score
- Credit Counseling
- Second Chance Banking
- Financial Coaching
- Child Support Referral
- Bankruptcy Referral
- Individual Development Assistance Referral (IDA)
- Computer Classes
- Tax Preparation

Contact Sherryl Morris-ESSP Coordinator  
smorris@tihdi.org. or 415-986-4810

## POCKET BIKE ALERT



Every summer and winter, residents on Treasure Island are disrupted by the sounds, smells and hazards of children riding pocket bikes and gas powered scooters. Besides posing a risk to the youth that ride them, cars on the street and the peace of the neighborhoods, they are also illegal to ride anywhere on Treasure Island. Riders are subject to being fined and their bike being impounded.

## 2010 SAN FRANCISCO TRIATHLON - TREASURE ISLAND

7/7/2010—7/11/2010

Best known for its scenic looped course boasting breath taking views of the Bay Bridge, Golden Gate Bridge, Alcatraz Island, and San Francisco's Skyline, the San Francisco Triathlon features two days of triathlon racing along with a 2 day Sports Fitness Expo! New for this year is a 5K and 10K run on the same running course as the triathlon.

Visit [www.tricalifornia.com](http://www.tricalifornia.com), click on the SF Triathlon - Treasure Island link.

## MoreSweat!

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July 08, 2010

### Splash and Dash: Biggest Loser contestants (& others) get a second chance



#### *Splash and Dash with Dorette Sommer-Franks*

Struggling with an injury? Is that extra 10-20 pounds getting you down? Caught in a rut, and lacking enthusiasm or motivation which would enable you to turn your life around and make a positive difference in your health? Or maybe you tell yourself "I'm not strong enough-- fast enough" and you don't realize life could be more than just "fine".

But what if life and how you were living it could be different? Do you dare to dream an alternative possibility? What if life's seemingly predictable path took a turn and suddenly your health, and lifestyle, was compromised?

Now consider creating new found health and vitality, despite how people relate to you, despite what doctors say, despite the odds. Those odds were stacked against just two of the fifty extraordinary individuals who will be celebrating and reuniting at this weekend's Tri-California Events, *San Francisco Triathlon at Treasure Island*.



Meet newcomer triathlete, Gina Cummings, a twenty-seven year old San Francisco resident who miraculously survived an unthinkable auto crash on Interstate Highway 5 and O'Neal Hampton, a season nine contestant of *The Biggest Loser* who's health and life were on the line due to the associated health risks of obesity.

In May 2003, Gina's life took a sudden and unpredictable turn. The then twenty-year-old, was driving home on Highway 5 from college with the intent of moving abroad. In broad daylight Gina's car was struck from behind by a car traveling 100 MPH. Upon collision, she and her car were launched (from one of the few non-flat places on HWY 5) down a seventy foot ravine. Her body was ejected from the moving vehicle, and although she survived, it was with extensive injuries. The extent of her injuries included a complete laceration across her right cheek, her jaw broke in three places knocking out her teeth, all her ribs were broken and both her lungs punctured. She was given a tracheotomy on the scene and airlifted to UC Davis Medical Center. The most extensive damage was discovered in the hospital- she had a laryngeal separation and her vocal chords had been severed. Even with rehabilitation, the accident left Gina requiring surgery every six weeks to clear the scar tissue in her throat. Eventually, doctors removed Gina's trachea leaving her with an airway 35 percent the normal size.

Now imagine doing a triathlon with your trachea at 35 percent the normal size. The road to rehabilitation has been



long, but Gina is a fighter. Doctors told her to anticipate ongoing routine surgeries to clear the scar tissue in her trachea. It's been two years since Gina's last surgery and she credits her new breath of life on testing her breathing limits by returning to dancing and running.

In a soft, whispery voice, the former seven-minute-mile runner and soccer player, confesses her frustrations during her rehabilitation.

"I was not training because I was really afraid. It was really depressing to not have the capacity you had before and it's a constant reminder. It's frustrating to this day but I have to remind myself that I am lucky to be walking and breathing."

And that she is.

This weekend Gina will celebrate life by racing the Olympic distance triathlon at Tri California's events, *The San Francisco Triathlon at Treasure Island.*

O'Neal Hampton, a season nine contestant on America's most watched reality TV show, *The Biggest Loser*, alongside 50 loser alumni, will be partaking in the 5K, one of the many fun events offered this weekend by Tri California. His daughter and contestant Sunshine Hampton will be doing the triathlon with fellow Biggest Loser Alumni.

O'Neal's life was heading down a predictable path, alongside a lot of other Americans-- obesity. Awaiting knee replacement surgery from the impact of living life as an army paratrooper, this Green Beret recalls how the weight gain started.

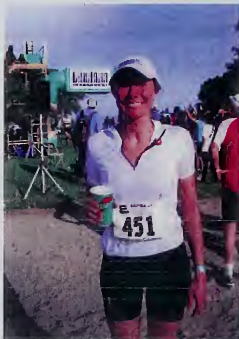
"After I got out of the army, I began to put on weight...I began complaining and using my knee for excuses not to do this or that and I ate and over-ate."

The former athlete tipped the scales at a whopping 390+ pounds. Due to the stress the body undergoes as a result of excessive weight, he was diagnosed with a variety of obesity-related health problems including hypertension or high blood pressure, high cholesterol and Type II diabetes. O'Neal downed eight pills a day to deal with the maladies. Fortunately, O'Neal shed 124 pounds and enthusiastically reports he takes no medications now and "quite happy", a far cry from being "fine".

His will and desire to be healthy, was more compelling than the pain in his knee.

"Yes, my knee hurt and I was under a doctor's care. It's easier to recover from knee surgery than it is from a heart attack and for me to weigh 400 lbs that's the slippery slope I was on."

Prior to his breakthrough on life, O'Neal admits, he took the defeatist attitude, saying, "Well, you've got to die





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If you have in mind that partaking in a 5k or 10K, sprint distance or Olympic distance triathlon is still a pipe dream, then consider fifty of the other Biggest Losers who will be running & racing that day.

What Tri California Assistant Race Director, Colleen Bousman likes about the *The Biggest Loser* is that "it focuses on living a 'complete' healthy lifestyle...where it was not just focused on diet but around exercise. It's about changing one's life with other people who can support you." This resonates with Tri California's event philosophy. Their goal is to mainstream the sport of

triathlon and help people to understand that it's for everyone, and provide a non-intimidating atmosphere which was one of the reasons behind adding the 5K and 10K fun run.

"It adds something for the entire family," says Bousman.

There are many more hidden participant stories out there for why people chose triathlon or a running as a lifestyle. What keeps them coming back for more? It's the feeling of community shared by like-minded individuals who seek access to maintaining new-found health. It offers a greater challenge beyond being in the gym, and moreover, the sports offers one of the greatest opportunities of all, to overcome self-imposed boundaries and face limits head-on.

Would you like to meet *The Biggest Loser* contestants? There are some pre-race community events, details below-

**Thursday, July 8th at 6:30 p.m**

- *Presidio Sports Basement (open to the public)*
- *Several contestants will talk about their life on the ranch, their experience, relationships and answer some of the questions about health and what they are doing now.*

**Friday, July 9 at 5:30 p.m.**

- *Reception at Galleria Park Hotel*
- *Open forum to mingle with contestants. All contestants present, and one member of every season will be represented from season 1- 9. Wine and appetizers.*

(Photo of The Biggest Loser contestant O'Neal Hampton courtesy of NBC Universal/The Biggest Loser)

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*Dorette Sommer-Franks, and her husband Duane, coach bikers, runners and swimmers for their business, **Trifiniti Endurance Performance Coaching**. Most times the Marin native can be found running, swimming and on her stand up paddle board when not training other athletes. She has completed the Ironman four times, is an accomplished runner and Boston Marathon qualifier, and is currently training for the Ultraman Canada 2010.*

*Coach D2 as she's known, writes about sports on the land-- and in the sea-- in her column, **Splash and Dash with Dorette Sommer-Franks**.*

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## Treasure Island residents face choices for relocation

**By Katy Gathright**

SF Public Press

— Jul 6 2010 - 3:00pm

Residents of Yerba Buena and Treasure islands are divided on the relocation plan city officials have presented to the public. While many Yerba Buena residents expressed concern over maintaining their quality of life through more than a decade of construction, Treasure Island residents tended to express more support.

Joanna Luddington lives on Treasure Island. She endorsed the redevelopment and the relocation plan after a community meeting sponsored by the Treasure Island Development Authority Thursday.

"I'm looking forward to it," Luddington said. "I'm not too worried."

But Nate Yeakel, an eight-year resident of Yerba Buena Island, had questions about the phasing of the construction, and suspected that it might get bogged down, making the relocation of residents premature.

"We've really developed a sense of community," Yeakel said. "I find it a little sad that that community is going to be dispersed."

We're being forced to move without a lot of transparency and due process." The process of relocating the residents has reached its early stages. The authority has begun to inform residents of about 1,000 households about their relocation options and transition benefits.



Jack Sylvan, Treasure Island redevelopment director, said the city will not know who will have to relocate until spring 2011, when the board of the Treasure Island authority and the Board of Supervisors are to consider a "disposition and development agreement" for the redevelopment.

Sylvan said the plan also requires the relocation of 250 Treasure Island Homeless Development Initiative households and about 800 households in the Villages at Treasure Island.

Villages households face one of two possible types of relocation: interim moves from their current units to another existing unit, or long-term moves from their current unit to one of the new planned units. But residents who make interim moves will also have the chance eventually to make a long-term move into the new development. Interim moves will earn households 90 days of notice before mandatory relocation and long-term moves will earn 120 days of notice.

Residents making both interim and longterm moves are eligible for moving assistance funds from the Treasure Island authority. Residents whom the redevelopment forces to make long-term moves can choose one of three housing benefits options. The rental housing option would allow residents to lease one of the new units in the Treasure Island redevelopment project at a subsidized rate, and rent-control protections. The unit purchase assistance option would give residents down-payment assistance for one of the redevelopment's new units.

Residents' third option would entail an in-lieu payment, requiring them to move off the island. City officials estimated the in-lieu payment at \$5,101 per adult tenant with an additional \$3,401 payment for residents over the age of 60, with disabilities or with one or more minor children.

The total cost for the relocation benefits program depends entirely on how many tenants remain residents on the island over the next eight years, and which benefits options residents end up choosing, Sylvan said. He said he was unable to provide even a rough estimate for the comprehensive relocation budget.

Sylvan noted that all of the Treasure and Yerba Buena Island households have been aware since the beginning of their residency that relocation for development projects was highly likely. "Everyone has known since the day they moved onto the island that a redevelopment project was happening," Sylvan said.

The Treasure Island Development Authority also held five community meetings in the last year to begin giving residents an idea of the relocation plans. It held follow-up community meetings Thursday and Friday, and plans another on Wednesday. Residents have until July 31 to provide the authority with their input on the relocation process.

Some residents at the Thursday meeting expressed concern about what the new housing units and residential area would look like. Sylvan said the authority cannot provide more detailed descriptions of the new structures until the project is officially approved.

"We can tell people what the overall look and feel of the buildings will be, but we don't know," Sylvan said. "The truth is, six years from now, we can't project exactly what that building is going to look like. Folks are looking for information and they're looking for certainty, and it's hard to provide certainty right now."

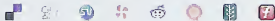


A version of this article was published in the summer 2010 pilot edition of the San Francisco Public Press newspaper. [Read select stories](#) online, or [buy a copy](#).

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## Through two mayors, connected island developers cultivated profitable deal

By [Alison Hawkes](#) and [Bernice Yeung](#)

SF Public Press

— Jul 1 2010 - 1:22pm

*How the city handed over control of one of the city's most scenic locales — despite audits, voter anger and rebellious bureaucrats*

In the next six months, local officials and a consortium of private developers will begin to finalize legal papers for Treasure Island's future as a high-density eco-city. Renderings of the gleaming towers, parks and gardens suggest harmony and community. Yet the promise of an urban Treasure Island, one of the most complex and risky redevelopments in San Francisco's recent history, has for more than a decade been wrapped up in a process driven by power and influence. The mayor got near-total control. Political friends got plum jobs and contracts. Critics were exiled. City and state conflict-of-interest laws were waived. Independent inquiries and the will of voters were nakedly rebuffed.

Big projects naturally draw big money. Treasure Island, currently slated for \$6 billion in residential and commercial development, was an unusually large prize. But companies with political and social ties to two mayors won the two major projects related to the redevelopment — with the master development drawing only one serious bid.

The winning bidder was a group that included Darius Anderson, an influential Democratic Party lobbyist and fundraiser for both outgoing Mayor Willie Brown and incoming Mayor Gavin Newsom.



One partner was the Miami-based homebuilder Lennar, then the second-largest in the nation, also now leading the concurrent \$7 billion Hunters Point Shipyard redevelopment and the conversion of the former Mare Island Shipyard in Vallejo. Other companies, backed in part with public employee pension funds, have also joined the team now known as Treasure Island Community Development.

Over the years, few have been outwardly critical of the contracting process. An exception was former city supervisor and mayoral antagonist Tony Hall. During his brief tenure as head of the Treasure Island Development Authority he raised allegations — not all borne out by facts — of missed deadlines, unpaid developer fees and a “sweetheart deal” in the making.

In 1998, San Francisco voters attempted to wrest power from Brown and install good-governance practices for Treasure Island. But supervisors never implemented many of the provisions in the ballot measure, which passed easily. Even today, some current and past city supervisors say they had to pick their battles, and Treasure Island has been a remote concern.

Bill Rutland is a lobbyist and a close friend of Brown who briefly worked on behalf of Anderson, the lobbyist, to win the first part of the Treasure Island redevelopment bid. He said that despite appearances, his team won the contract on merit.

“Anybody that has the size and capacity to do these types of billion-dollar deals is going to have relationships with the powers that be,” Rutland said. “But they have to show a track record and a financial capability for doing that.”

But Charles Marsteller, a former coordinator of San Francisco Common Cause, said no matter how dazzling the eco-city seems on paper, insider politics represents a giveaway to companies with unusual access to government decision-makers.

“The public thinks we’re going to build a city in the public’s interest,” he said. “I would say we’re building a city in the private sector’s interest — and whatever they want, we’re getting. Ultimately the residents have to live with the consequences long after the developer is gone.”

## Consolidating power

From the start, Treasure Island was Brown’s pet project. In 1997, as the U.S. Navy began shuttering operations on the island, the former state Assembly speaker parlayed his influence over the Legislature to push a bill establishing a separate governing authority for Treasure Island.

The move provoked opposition. A Brown political rival, former state senator and retired judge Quentin Kopp, suspecting Brown would appoint loyalists, fought against the bill. “He could control them,” Kopp said. “The objective was always to get the development power in the hands of friends and political supporters.”

As expected, Brown won, and the articles of incorporation for the Treasure Island Development Authority listed the San Francisco mayor as the “sole incorporator.” Directors would be named by the mayor, “in order to perfect the organization of the Authority.” City and state conflict-of-interest laws forbidding city employees to hold dual offices were waived, making it possible for Brown to pack the authority’s board.

The authority’s governance structure is unusual for California. Although San Francisco’s mayor filled many appointments at city commissions, the agency overseeing Treasure Island is a state entity. At other converted military bases, power had been dispersed into the hands of many. March Air Force

Base in Riverside County, for example, is governed by representatives from the county and three of its cities. In Monterey County, Fort Ord Army Base's reuse authority consists of officials from the county and eight towns. McClellan and Castle Air Force bases in Sacramento and Merced counties are overseen by county boards of supervisors.

Former Planning Commissioner Gerald Green, one of Brown's original five appointees to the Treasure Island authority board, defended the entity's design and said knowledgeable people like him belonged on it.

"That was done not for mayoral control, but to have experienced people who could jumpstart the process," said Green, who years later lost his planning job in an unrelated conflict-of interest scandal.

Also on the early board were the city's directors of redevelopment and of the Port of San Francisco — both Brown campaign donors.

Among the authority's staff were a number of "special assistants," a cadre of city employees hired by the mayor without civil-service testing. A 2001 civil grand jury report noted that some were scrutinized in the press as patronage jobs. The report named several Treasure Island staffers, including former director Annemarie Conroy. London Breed, an unpaid intern in the mayor's office who was promoted to development specialist and secretary to the board, now sits on the Redevelopment Commission. She defends Brown's integrity: "He was really aggressive making sure the staff was by the book."

But at least one critic said she was silenced. "I was pushed aside because I questioned too much," said Lois Scott, a city planner who voiced concerns about the seismic safety of building high-rises on an artificial island. Scott said she was eventually demoted to code enforcement. (Green said the seismic issues were "thoroughly investigated.")

By 1998, two political rivals saw an opening. Kopp and real estate millionaire Clint Reilly, who was gearing up for a mayoral run, launched Proposition K to substantially curb Brown's power over the island. The ballot measure mandated that good-governance procedures should guide Treasure Island's development. To blunt support for Proposition K, the Board of Supervisors preemptively adopted some of the changes, though fell short of stripping the mayor's appointment power. Voters passed Prop. K, but it was never fully implemented. Former supervisor Michael Yaki said the voter-approved initiative was a declaration of policy, not a binding mandate, so the supervisors were under no obligation to follow it.

Yaki later had a change of heart. "I remember trying to go there one weekend and not being able to get to the base, and I thought this was very odd," Yaki said. "I got more reports from other people." Yaki began pushing supervisor appointments to the Treasure Island authority board. But his proposal never went anywhere.

## Priming the pump

With the Treasure Island Development Authority in place, the city began priming the pump for redevelopment, starting with modernization of the Clipper Cove marina between Yerba Buena and Treasure islands.

Among the first bidders to surface was Treasure Island Enterprises, backed by star Democratic fundraiser Anderson and his former billionaire boss, Los Angeles supermarket magnate Ron Burkle.

Their ties with Brown ran deep. Both had been part of Brown's fundraising effort for his 1995 election

campaign. Burkle was a former law client of Brown's and donated to various Brown causes.

The Anderson-Burkle bid immediately provoked claims that the outcome was a fait accompli, and a civil grand jury looked into it. The resulting 1998 report said the Clipper Cove marina's bidding process had never been made public "in an adequately informative way," and called on the Treasure Island authority to use competitive, open bidding procedures.

The report went on to decry the lack of public oversight, and said the process had been "hampered by concern about the concentration of power, jurisdictional squabbling, political infighting."

In spite of these concerns, three bids came in and none was easy to dismiss. The Port of San Francisco reviewed the proposals, and each had its strengths and weaknesses.

What might have killed the Anderson-Burkle proposal was the port's findings that it would generate about \$1 million less in revenue over a 16-year period than the two other applicants.

Nevertheless, the authority's staff recommended Treasure Island Enterprises as the winner. A selection committee concurred and in February 1999 the Anderson-Burkle team secured the bid.

The plan had merit, but it didn't hurt that Anderson and Burkle also had gotten to the right people. Anderson told the San Francisco Chronicle that he had paid lobbyist Bill Rutland, Brown's friend, \$30,000 to learn "what were the hot buttons of the general public."

Brown and Anderson did not respond to requests for comment on the marina or subsequent deals. A Burkle spokesman would not speak on the record about Treasure Island. Rutland said in an interview that his job with Anderson was to shepherd the proposal through a slew of public agencies. But he did not recall talking to the mayor about it. "I wouldn't have, because the decision was going to be in the hands of the authority," he said.

Rutland added: "I couldn't deny being Willie Brown's friend. I really understood the process, and my ability was to help shape a proposal that meets the expectations and quirks that makes the city of San Francisco — and believe me, there are many."

The other bidders were disappointed.

"We put out a prospect, submitted plans and financial studies," said Terry Cowhey, who had partnered with one of the three marina bidders, Modern Continental. "It was a couple of volumes, phone books of stuff, we submitted. And it was all an inside fix. It was all based on who was Willie Brown's buddy, and it had nothing to do with the technical qualities."

The marina project was a toehold onto Treasure Island. When the city was ready to open bids for the larger redevelopment, Anderson was back at the table, this time with one of the largest homebuilders in the country, Lennar.

## Would-be bidders drop out

To develop the rest of the island, the Treasure Island authority issued a public call for a master developer in October 2000. The brochure was sent out to 500 companies, and it boasted that the project was a "once-in-a-lifetime opportunity" to redevelop the "jewel of the San Francisco Bay."

A few months later, the agency hosted a prebid conference and about 150 parties turned up. But by the February 2001 deadline, only two bids had come in.



One came from Navillus Associates, a group of investors that included an international financing expert and local actor Peter Coyote. The second bid came from a consortium called Treasure Island Community Development, which featured a familiar name from the marina development: Darius Anderson. Homebuilder Lennar was also part of the team.

By most accounts, the Navillus proposal for a "Magic City" was lackluster. Treasure Island Community Development submitted a document championing the team's experience "developing large projects on challenging sites" and highlighting its strong financial footing.

The Treasure Island authority brought in a team of consultants — including Dean Macris, a former city planning director and Willie Brown loyalist — to judge the proposals. They dismissed Navillus for lacking relevant experience, financing and community ties.

But the Anderson-Lennar team met all the requirements. The consultants noted, in particular, that Lennar "has the financial capability to undertake this project without the financial participation of the other members" of Treasure Island Community Development.

The consultants said Lennar's experience with Bayview-Hunters Point and the Mare Island base conversion in Vallejo, as well as Burkle and Anderson's experience with the marina, illustrated the requisite "sensitivity to the built urban environment."

Some Treasure Island authority staff voiced concern about the lack of competitive selection. But then-board member Gerald Green said the paucity of bidders simply reflected that "there are a lot of unknowns about what would be involved" with such a large and complex development.

Still, the agency agreed to hire yet another outside consultant to evaluate how to "improve the prospects for increased competition," according to city records. It charged Bay Area Economics, a Berkeley-based real estate consulting firm, with anonymously interviewing five developers who had attended the pre-bid meeting but declined to submit a bid.

The firm reported that seismic issues were "10 times more important than any other concern."

Developers also had "doubts about the financial feasibility of the project" and concerns that the cost of seismic improvements in an earthquake zone would "necessitate a level of density on the island that would be 'unethical.'"

The report also noted that potential developers were concerned about "the political climate in San Francisco."

The Treasure Island authority's board discussed these findings at a September 2001 meeting and considered ways to improve the competitive process. For example, the report said, the city could explain how it would assist with the redevelopment, and it could "make a selection based solely on qualifications."

If adjustments were made, two developers said they would feel "very positive" about submitting a bid.

Instead of reopening the bidding process, Treasure Island authority staffer Stephen Proud recommended allowing Treasure Island Community. Developers alone to submit a more detailed proposal because the staff did not think the agency would receive an "outpouring of new proposals." (Proud later left the authority to oversee Lennar's Bay Area projects, including Treasure Island.)

Development authority board member Marcia Rosen, then also the director of the city's

redevelopment agency, told the group that she supported Proud's recommendation because it was "in the public interest to move forward expeditiously."

Not everyone agreed. Six days later, the Treasure Island Community Advisory Board — a citizen committee charged with providing input to the development process — was briefed on the Bay Area Economics report. Some members expressed concern about moving forward with only one option.

"Rushing this project only places it in the hands of a small group of people who have no competition," one member said. Former Supervisor Aaron Peskin said the scenario was not ideal from a public-interest perspective: "There were only two bidders, and one was completely out to lunch. So there was only one legitimate bidder, which became a problem because we were negotiating against ourselves, rather than negotiating with two parties."

But the course appeared to be set. In April 2002, the Treasure Island authority board unanimously voted against reopening the bid, and it gave Treasure Island Community Development the exclusive opportunity to submit a request for proposals.

A few months later, Anderson's team drafted a plan for a "model of 21st Century living," which included housing on the most seismically unstable portions of the island. In January 2003, after listening to public comment, the developers came back with a revised plan that pulled housing away from the shoreline and included new parks.

The Citizen's Advisory Board still had concerns. "It was not environmentally defensible," said Kathrin Moore, an architect who sits on the board. "It was suburban in nature and density."

It was car-dependent and unresponsive to the physical setting of Treasure Island."

In April 2003, the Treasure Island authority voted unanimously to approve the deal.

## Enter Newsom

With the November 2003 mayoral election approaching, Anderson put his money on Gavin Newsom, whose \$4 million campaign war chest received a lift from associates of his Treasure Island development team.

Though small, recorded campaign donations document a network of political bonds. Anderson's Kenwood Investments, a partner in the Treasure Island deal, gave \$250, while colleagues at Anderson's lobbying firm Platinum Advisors — including Jay Wallace, who is actively involved in the development — collectively handed Newsom a total of \$4,500.

Two of the principals of Wilson Meany Sullivan, the private real estate firm that was added to the development partnership in 2005, supported Newsom's mayoral campaign and a political action committee that supported him. There were additional ties. Lennar employee Laurence Pelosi, the nephew of House Speaker Nancy Pelosi, served as Newsom's campaign treasurer from 2002 to 2007. Chris Gruwell, Newsom's campaign finance manager, also appeared to have an in with Anderson. After Newsom narrowly won the election, Gruwell went to work for Platinum Advisors.

A few months later, Anderson paid Newsom another favor, hosting a luncheon at Platinum's Sacramento office to help Newsom retire \$400,000 in campaign debt.

The event caused a flap because San Francisco law prohibits government decision-makers from accepting contributions from anyone vying for a city contract. But Newsom's attorney was dismissive of the conflict-of-interest allegations, telling newspapers that the local statute didn't apply to the

Treasure Island authority because it was a state entity. (Newsom's office did not return phone calls for comment.)

By the late summer of his first term, Newsom shuffled staff around. He created a new agency, the Mayor's Office of Base Reuse and Development, and appointed assistant city attorney Michael Cohen as its director. Cohen had been involved with the Bayview-Hunters Point Shipyard development, and the negotiations over Treasure Island.

In what has since been dubbed the "triple play," Newsom also reassigned the existing Treasure Island authority's executive director, and persuaded Tony Hall, his conservative political rival on the Board of Supervisors, to take the job. Newsom then appointed mayoral aide Sean Elsbernd to Hall's supervisor seat, providing Newsom with a fourth ally on the board.

Hall said in an interview that Newsom asked him to take the job several times, and he finally agreed because he considered himself a development expert. Hall was indeed a player in the city development game, and he counted Anderson among his political donors and fundraisers (Hall returned the \$500 Anderson gave him in 2003).

Newsom's decision to install Hall at Treasure Island turned out to be a gross political error, but it gave a brief window into the internecine politics of San Francisco development. Unlike his predecessor, Hall stirred the pot from the beginning. A few months into the job, Hall got into a public tiff with Newsom supporter and San Francisco Film Commissioner Stephanie Pleet Coyote — wife of the actor whose development plan was rejected — over the filming of the movie "Rent" on the island.

A few months later, The New York Times wrote about the redevelopment of former military bases. It included an inflammatory Hall comment that the Navy — which took over the island from the city during World War II — was delaying development by "holding us hostage on our own lands."

Treasure Island became the eye of the political storm. When the Navy sent a letter demanding \$1.3 million in unpaid maintenance fees, Treasure Island authority board member Matthew Franklin told local newspapers that Hall had invited the wrath of the Navy through his comments. (Documents show that the military had been demanding the payments since 1998.)

By the fall, Hall was openly clashing with board members. The developer's contract was about to expire, and Michael Cohen of the Mayor's Office of Base Reuse pushed for an extension. Cohen assured the authority's board that these kinds of arrangements are "common on a large-scale development such as this," even though a number of deadlines had been missed.

But Hall was convinced that this was another attempt to solidify a "sweetheart deal" for the mayor's fundraisers.

"This is the most corrupt deal ever in the history of the city," Hall said in an interview. (Darius Anderson did not return calls for comment, and Jay Wallace of Kenwood Investments declined to speak on the record.)

The board ignored Hall and approved the extension unanimously.

To add poison to the water, just days before that vote, an anonymous whistle-blower — Hall said he was convinced it was one of his foes from the Treasure Island authority board or staff — had sent a letter to the city controller's office alleging that Hall had removed funds from the city's control by opening separate bank accounts for Treasure Island rental deposits. Hall said he had set up new accounts because he was concerned that the city was improperly placing them into the city's general fund. The story of supposed financial malfeasance was all over the news.

A week later, the Board of Supervisors held a hearing to sort out the “leadership crisis” at the Treasure Island Development Authority, according to city records.

“The mayor appoints all commissioners — for heaven’s sake, department heads who are clearly his votes,” said John Elberling, then-chief financial officer for the board, “and the other three of us are citizens who serve at his pleasure. ... It’s the mayor’s call.”

The hearing revealed the extent of the dysfunction at Treasure Island, highlighted by the controversial bank accounts. Despite well-publicized allegations to the contrary, Elberling said “the funds are functionally under the control of the treasurer’s office” and insisted that he did “not see an issue there.”

Then-Deputy Controller Monique Zmuda said that while her office was advising the board to take responsibility for the new accounts, it was not illegal or inappropriate. Furthermore, at the hearing, the supervisors learned that Treasure Island Community Development had failed to pay \$1.8 million in developer fees to the Treasure Island Development Authority because the authority had never exercised the right.

“I said, ‘Where is the money?’” Peskin recalled. “The developer made representations that they would pay them, but they had not. They did pay once I raised the issue, and they paid retroactively.” At the following Treasure Island Development Authority board meeting, Supervisor Chris Daly, an ex-officio member of the board, called the lack of payments an “unbelievable corporate giveaway.” But the issue did not get much notice in the local papers, which focused instead on the political theater produced by the Newsom-Hall rivalry.

Then Hall appeared on ABC News, claiming that Treasure Island is “an inside deal — it’s structured to reward the mayor’s biggest donors or a group of his largest donors.” Newsom responded in the report that the allegation was “laughable.”

Anderson then went on the offensive, and told the Chronicle that Hall had asked him to grant a \$420,000 Treasure Island lobbying contract to one of Hall’s business associates. Hall denied the claims and retorted that Anderson was “full of crap.”

Three days after Anderson’s allegations, Hall was fired. As outlined in his contract, Hall was given 30 days’ pay and a \$254,500 golden parachute. The next day, the Ethics Commission informed the ex-supervisor that he was being investigated for using 2004 campaign funds to pay off a personal loan. Hall was fined \$6,000, which he is contesting.

With Hall out of the picture, the storms over the island seemed to have passed. In September 2006, Newsom appointed Mirian Saez as the director of island operations. Previously she was the head of real estate at the Port of San Francisco. Her spouse is Julian Potter, a high-level Newsom staffer.

When additional seats on the authority board have opened up, Newsom has appointed heads of the Planning Department, the Mayor’s Office of Housing and staffers from the Mayor’s Office of Economic and Workforce Development. One appointee was listed by Lennar as a reference in a development submission to the city.

## Private firms, public investment

Times have changed since the redevelopment of Treasure Island was first conceived more than a decade ago. While environmental and transportation issues have always been part of the puzzle,



financing the project in the current economic climate has become another hurdle for developers.

Given the circumstances, responsibility for funding the project will fall to the few entities with the appetite for investing substantial capital in risky real estate development deals: big developers, wealthy private investors and public pension funds such as California Public Employees' Retirement System, known as CalPERS, the largest in the country.

Treasure Island Community Developers appears to have tailored its financing strategy accordingly. One of its partners, Stockbridge Capital, handles CalPERS real estate investments. Jack Sylvan, the redevelopment director for the Treasure Island project, recently confirmed that CalPERS has placed funds with the Treasure Island development. As of 2009, the pension fund had about \$62 million invested in Stockbridge projects, not always with favorable returns. Earlier this year, it was reported that CalPERS pulled out of a Stockbridge-managed deal that included Wilson Meany Sullivan, and lost \$91 million in the process.

So while San Francisco residents may not have to assume financial risk related to the rebuilding of Treasure Island, California's public employees will be exposed.

When it comes to access to public pension funds, it may have helped that Treasure Island Community Developers has Darius Anderson on its team. Through the lobbying and investment companies that he runs, Anderson has been paid fees ranging from \$400,000 to \$2.25 million as a placement agent for Stockbridge to secure millions in investments from both CalPERS and the California State Teachers Retirement System in the past five years.

(Following an investigation of placement agents by the New York Attorney General's Office, Anderson recently paid a \$500,000 settlement that does not admit guilt or wrongdoing; he was also named in a lawsuit that alleges that he "received, paid, or arranged kickbacks on investment business from the State of New Mexico.")

Financial maneuvers aside, the Treasure Island project has made steady progress. In January 2006, Treasure Island Community Development released updated drawings of the building plan, which adopted green and smart-growth planning concepts. It has won several environmental awards and gained the backing of some who had been skeptical.

"I think the current plan is quite solid," said Moore, the citizen's advisory board member.

A breakthrough in the plan finally came at the end of 2009, when the Treasure Island authority secured an agreement with the U.S. Navy for rights to the land. Though the city originally hoped to gain a no-cost conveyance, two bills before Congress that would have made it possible failed.

A Navy representative said the most recent bill would have created "potential windfalls" for communities with high-value property and for private-sector developers.

Instead, under the current terms, San Francisco agreed to make a \$55 million payment to the Navy, followed by an interim payment of an additional \$50 million.

The Navy will also share in potential future profits from the resulting development. This paved the way for the Mayor's Office of Economic and Workforce Development to present legislation related to the land conveyance, an updated development plan and a term sheet that lays out the scope and costs of the project to the Board of Supervisors. The term sheet was approved in May.

But there are additional hurdles to come before the project can be realized. Among them is getting a green bill of health; the draft environmental impact report will be released for public review July 12.

The signing of the legal papers could take a year, and Treasure Island Community Development hopes to finally break ground next summer.

Even if all goes according to plan, a remade Treasure Island will need careful tending after Newsom leaves City Hall — as soon as early next year if he is elected lieutenant governor in November. The job, for the first time in a decade, might then go to a critic of Brown or Newsom. “I think he was hoping it would happen in his tenure,” Treasure Island Development Authority project manager Michael Tymoff said of Newsom’s vision of seeing a new Treasure Island take solid form. “But the process of getting entitlements takes longer than you would wish. But it’s such a regionally significant project that it doesn’t matter who is in office.”








Opportunities for San Franciscans to shape Treasure Island as the development moves to the next stage have never been greater. Increased information on the messy development process has started to spark new conversation among San Franciscans on and off the island. The meetings of the Community Advisory Board and Treasure Island Development Authority are open to the public. The release of next month’s environmental impact report will open a window into a multibillion-dollar project that promises to permanently alter the face of San Francisco.

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Platinum Adviser Chris Gruwell and CEO Darius Anderson celebrate at the newly reopened Washington Square Bar & Grill, affectionately known as the "Washbag." Photo courtesy of Luke Thomas of FogCityJournal.com.

## About the Author



**Bernice Yeung**

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## Financial upside for developers is long-term and risky, city says

By **Victoria Schlesinger**

SF Public Press

— Jul 1 2010 - 1:34pm

The developers of Treasure Island stand to earn a potential 20.6 percent return on their investments if the 18-year, phased construction plan and land sales proceed as they predict. That does not include possible future real estate sales.

But San Francisco officials say the potential private upside is laced with long-term economic risks — only some of which are calculable — that will be borne mostly by the partner firms in Treasure Island Community Development, and their investors.

The massive and long-term project is complex and inherently uncertain, with homes and businesses to accommodate up to 20,000 people. Much of the uncertainty centers on the inexact science of predicting property values, as amply demonstrated by the recent housing bust.

Though many of the details have yet to be worked out, the Treasure Island Development Authority says that much of the payback from land sales will occur in later phases of the project, encouraging the developers to stick with it for the long haul and follow through with hundreds of millions of dollars in up-front investments before making a profit.

“In the first phase, they will not get their return,” said Jack Sylvan, redevelopment director for the Treasure Island Development Authority, the city’s agent negotiating the public-private partnership with the developer consortium. “And it’s likely that in the second phase they won’t have been able to get their return. Their ability to get their return is by being successful over a very long time period. Unless they hit some massive upswing in the market.”

Under the current agreement, San Francisco will earn roughly \$13 million a year for the city’s general fund — as the project nears completion — due to the expanding real estate tax base. Nonmonetary

benefits include a slew of public goods, such as 300 acres of open space and parks, an additional 2,260 units of affordable housing, 2,590 new jobs, and environmentally advanced architecture, landscaping and energy systems.

But not all city officials have concluded that the redevelopment plan is a good financial investment, especially because the land will require \$1.5 billion in investment just to prepare the ground for building.

"Anyone in their right mind would say that in this current economy, it's a stretch," said Aaron Peskin, former president of the Board of Supervisors. "The economy has changed forever, and it's become more rational. No one is going to give a government or developer major amounts of capital to shore up an island built on fill."

Peskin called Treasure Island "a blob of Jell-O in the Bay," adding: "The best thing is to let natural processes do its thing, and allow it to return to that which it came."

Sylvan acknowledged that Treasure Island "is about as risky a project as you can find." But he argued that the risk will mostly accrue to the developers, who are putting up at least \$548 million in performance bonds on the private market over the life of the project. Sylvan said the partners in Treasure Island Community Development expect a return based on their economic projections. And they need to show these projections to investors to get any investment.

The risks are many, Sylvan said:

- The city might not get all the property transferred from the U.S. Navy on schedule, slowing down construction.
- The costs of preparing the infrastructure might rise due to unforeseen challenges.
- Developers don't know what prices they can charge for the land, once it has been prepared, because of fluctuating market conditions.

Treasure Island Community Development is made up of several developers and investors. Lennar, a national homebuilder, will cover half of the consortium's horizontal costs, which amount to \$274 million. The other half will be paid by Stockbridge Real Estate Funds, a private San Francisco-based investment firm. Stockbridge is partnering with Wilson Meany Sullivan, a real estate and development company known for its rehabilitation of the San Francisco Ferry Building. Kenwood Investments, one of Democratic lobbyist Darius Anderson's many investment operations, is also part of the partnership, although it will contribute no money. Kenwood representatives declined to comment publicly on their role.

So far the developers have spent almost \$53 million on the deal, \$6 million of which has covered the costs of the city's redevelopment staff and consultant expenses. Treasure Island Community Development has been in exclusive negotiations with the city since 2003.

## Profit sharing

According to the 2010 term sheet — the development contract approved by the Board of Supervisors in May — Treasure Island Community Development will contribute a total of \$548 million to prepare the island for "horizontal" development, which includes seismic stabilization, underground infrastructure, environmental remediation, roads and a ferry quay. The developers will also contribute \$91.7 million in subsidies toward of affordable housing construction.

Treasure Island Community Development will pay the Navy \$55 million plus interest over 10 years.



They then will compensate the Navy an additional \$50 million if the developer achieves an 18 percent annual internal rate of return, which is projected by 2021.

Higher levels of profit will be further split between the developer, Navy and the city. The deal puts the Navy first in line for revenues, and then the developers. The Treasure Island Development Authority comes later.

Michael Tymoff, the redevelopment project manager for the city, insisted that the city will not be responsible for problems with project financing. No money for the development will come from the city's general fund.

Instead, the city will tap Treasure Island newcomers for \$944 million, through community facilities district taxes known as Mello-Roos bonds, and tax-increment financing, to be repaid by the new residents over the next 30 years.

The city has designed several financial benchmarks to ensure that it does not shoulder undue economic risk. It has divided up the horizontal development into several phases and sub-phases, anticipated to last through 2028. Before each phase begins and the city hands over a portion of property, Treasure Island Community Development must find a third party to put up a performance bond, or guarantee, that equals the value of the phase's cost. If the developers default at any point during a phase, the city retains the value of the bond, allowing it to complete the phase with a new contractor.

For example, during the first phase, currently slotted to span from 2011 to 2013, Treasure Island Community Development will spend \$196 million before it earns any revenue, and will be required to complete a portion of the public benefits and horizontal development before proceeding to the next phase. The details of each phase — its length and what must be completed — are still under negotiation, said city officials.

The developers' potential reward for shouldering so much risk comes in the form of real estate. The term sheet specifies that the city will retain ownership of the developed public spaces, several historic buildings and 1,984 housing pads. The city will partner with affordable housing groups to build those homes.

Of those, 435 units will be operated by the Treasure Island Homeless Development Initiative, a collaboration of community organizations that carry out the federal Base Closure Community Redevelopment and Homeless Assistance Act of 1994, which requires that all former military sites assist homeless people in some way. The collaboration currently oversees 250 units on the island that will be rebuilt and will be given an additional 185.

But Treasure Island Community Development will own the lion's share of the property. It has the right to retain 60 percent of the remaining 5,280 housing pads, as well as half of the next 20 percent of the pads. They have the right to build on the lots or sell them.

The remaining 20 percent must be auctioned to other builders. Five percent, or 275, of all the new units, must be sold or rented to people whose household income is below or equal to the area's median household income — \$73,127 for San Francisco in 2008, according to the most recent figures from the U.S. Census Bureau.

The developer estimates that the commercially priced units will range from a low of \$597,000 for a low-rise flat to a high of \$1.2 million for the 200 townhouses to be built on Yerba Buena Island, based on current market prices.

Based on the contract between the city and Treasure Island Development Authority, which is limited

to the horizontal development, it is not possible to calculate the developer's total revenue or profit, the majority of which could be earned through home and commercial real estate sales.

Treasure Island Community Development also has the right, and in some instances a requirement, to develop all of the commercial space, including two hotels with a total of 500 rooms.

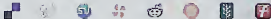
The agreement also requires the Treasure Island Development Authority to enforce greenbuilding design standards with all builders. But many of the environmental big ideas have still to be worked out in detail. Everything from the alternative energy and a large organic garden to maintaining the island's parks hinges on the city developing new partnerships with companies and organizations to share the costs of these green amenities. Sylvan said that developing these new partnerships

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Keith Oriesk, director of design for Treasure Island Community Development, discusses how the plan addresses wind and transportation. Photo by Monica Jensen/SF Public Press.

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**Victoria Schlesinger**

Victoria Schlesinger is a freelance environmental and science reporter living in San Francisco and native to the Bay Area. Her stories have appeared in Harper's Magazine, Mother Jones, and PBS Frontline, among other outlets.

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## Sand and silt require \$137 million fix for Treasure Island

By **Victoria Schlesinger**

SF Public Press

— Jun 29 2010 - 4:32pm

There is a high probability that a Loma Prieta magnitude or greater earthquake will shake the Bay Area during the projected 18-year redevelopment of Treasure Island. However, city development officials say the island will ultimately be safer than the liquefaction-prone areas of downtown San Francisco and the Marina.

Parts of the city's shoreline and all of Treasure Island are manmade. The island was constructed in the 1930s out of sand and silt dredged from the Bay and held in place with a riprap retaining wall. When loose water-saturated soil is shaken intensely, it turns into a thick, unstable liquid, a process called liquefaction.

The city and developer plan to compact the 100 acres of soil that will lie beneath the new buildings and around existing ones, as well as reinforce the island's perimeter. They estimate the geotechnical improvements will cost \$137 million.

"The buildings should structurally perform well on such soil assuming they are built to code," said Thomas Holzer, a U.S. Geological Survey research geologist who studied Treasure Island following the 1989 Loma Prieta earthquake. "The untreated open space area could be pretty exciting in a large earthquake with water and sand spouting out of the ground."

Water and sand can push up to the ground's surface and produce sand boils, resembling geysers, during liquefaction. About 300 acres of open space and parks on Treasure Island will remain untreated.

This has another expert concerned. "Treasure Island has a significant problem. It was very poorly engineered when it was built, in terms of geotechnical engineering," said Jack Boatwright, U.S. Geological Survey senior seismologist

There is a two-out-of-three chance that the Bay Area will experience another earthquake of a 6.7 magnitude or greater within the coming 30 years, according to the 2008 Uniform California

## Earthquake Rupture Forecast.

A 7.0 magnitude earthquake along the nearby Hayward-Rodgers Creek fault system would cause Treasure Island to shake with an acceleration of .5 g-force, which is strong enough to knock people to the ground, said Boatwright.

In comparison, Loma Prieta measured 6.9 magnitude and was 60 miles from Treasure Island, producing about .3 gs there during its roughly four-second peak.

Treasure Island is flanked by two of the region's most volatile faults — the San Andreas lies 18 miles to the west and the Hayward is 7 miles to the east — the Hayward-Rodgers Creek Fault system is due to move soon. Its last quake was in 1868, with a 6.8 to 7.0 magnitude, and scientists estimate that the fault shifts every 140 years.

Areas such as Foster City, where the fill has been compacted, suffered little damage during Loma Prieta, according to Boatwright.

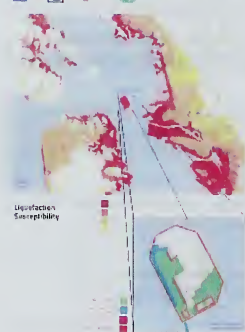
Treasure Island Community Development will improve the island's perimeter, possibly by strengthening it with stone or soil cement columns and rock berms. The interior areas beneath the new development will undergo densification through deep dynamic compaction, which entails repeatedly dropping a very heavy weight on the ground.

The developers also will siphon water from deeper layers of mud and sand to the surface though a process called surcharging that helps settle the soil. Vibratory compaction methods, which compact the soil through shaking, will be used as well.

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## Uncertain about rising seas, developers using mid-range estimate to build up island

By **Victoria Schlesinger**

SF Public Press

— Jun 29 2010 - 12:48pm

Most of Treasure Island will be inundated by the end of this century, if the documented progression of the ocean's rise caused by climate change continues as predicted. Studies foresee sea-level rise ranging from as little as five inches to as much as six feet. The lowest parts of Treasure Island lie just four feet above the Bay's low tide.

To buffer the island from the Bay, project officials say they have hit upon a solution that protects the development from ever-changing climate change assumptions.

They will build up the ground on 100 acres of the island to accommodate as much as 36 inches of sea-level rise, set back development from the shore and leave room for future levees or other adaptations.

The currently planned work, including geotechnical improvements, is estimated to cost \$137 million. If the developers are wrong, and sea-level rise is more extreme, the costs would climb higher.

"There are projections that range all over the map," said Jack Sylvan, redevelopment director of the Treasure Island Development Authority, which oversees the island's transformation for the city. "The challenge is, how do you actually plan for something that you don't know what it's going to look like?"

Absent a fixed upper limit for sea levels this century, the rationale for a three-foot lift — as opposed to any other height — is based partially on optimistic scientific projections, cost considerations and the challenges of building on an unstable manmade island that has been sinking in one corner. Without being able to point to any concrete financial, technical or scientific limitation, the city says it is comfortable taking a chance on 36 inches. The city Planning Department's forthcoming Treasure Island environmental impact report, obtained through a public-records request, finds the



approach acceptable.

The city and developer consortium reviewed seven climate change research papers published between 1987 and 2007 with sea-level-rise estimates ranging from five to 55 inches by the end of the century. The latter, worst-case scenario was predicated on a disastrous 5.8-degree Celsius rise in the global average temperature.

They also looked to the Bay Conservation and Development Commission, the state's California Climate Adaptation Strategy, and to Gov. Arnold Schwarzenegger's Delta Vision Blue Ribbon Task Force. All use 16 inches by 2050 and 55 inches by 2100 as upper benchmarks, though labeling those numbers as improbable.

Based on their review, the developer and the Treasure Island Development Authority together concluded that in 2075 sea-level rise may reach 36 inches, a scenario they all said makes the planning workable.

But increasing attention to climate change and its broader effects has led to a flurry of new research. Sea-level rise predictions still range widely, and developers and governments worldwide combine the data in a variety of ways.

The three most recent studies use semi-empirical models, which incorporate increasing rates of change. If global temperatures increase by 2.8 C — a likely scenario — sea levels will, on average, rise between 33 and 57 inches by 2100.

A few years ago, a 55-inch rise seemed like a fringe scenario. But according to these most recent studies, that is likely to happen.

And if the unthinkable were to occur, and global temperatures increased by 6.1 C, the ocean could rise by 70 inches, calculates Potsdam University ocean physicist Stefan Rahmstorf in his 2009 paper.

These modeling experiments take into account melting land ice — a significant factor set aside in many sea-level-rise estimates, including reports issued in 2007 by the United Nations Intergovernmental Panel on Climate Change, an international body of scientists.

## **BUILDING IN THE DARK**

State and local agencies have provided little concrete guidance on Bay Area coastal development projects grappling with sea level rise. The Treasure Island build-up plan has not yet received the official blessing of the San Francisco Bay Conservation and Development Commission, a key regional regulator that recommends that all builders look at how future sea level will impact their projects. Treasure Island Community Development, the project's developer consortium, has informally shared its sea-level-rise plans with the commission.

"The commission has no formal opinion on this project," said Steve Goldbeck, the commission's deputy director for climate change and legislation. "But I can say that the approach they're taking, I think, makes a lot of sense."

"We don't, however, have some fixed number that people have to design to," he added. "The reason for that is because we don't know how much sea level is going to rise because we don't know how much greenhouse gas we're going to emit going forward."

The city and developers gave various, and at times conflicting, answers as to why exactly 36 inches was the most appropriate height to raise the developed parts of the island, instead of the more cautious 55 inches, suggesting there are geotechnical and financial limits to what can be built.

"If we always took the most conservative approach, a lot of things wouldn't happen," Sylvan said.

To bulk up Treasure Island for sea-level risks, Treasure Island Community Development turned to Moffatt & Nichol, an international engineering firm known locally for its work on the new Bay Bridge and Ferry Building.

Moffatt & Nichol proposed adding enough soil to raise 100 acres of the island, where the building pads and infrastructure will sit, by 36 inches above the 9.1-foot, 100-year high tide. They also added six inches of "freeboard," a term engineers refer to as a "fudge factor." The remaining 230 acres will be left at their current height. (Yerba Buena Island, an adjacent outcropping of bedrock measuring at its peak roughly 338 feet tall, does not need to be raised.)

## SEA WALLS

New properties will be set back 300 feet from the shore allowing room for adaptation should the sea rise more than 36 inches. One plan is to increase the height of the perimeter's rip-rap retaining wall, which currently stands between 12 and 14 feet, by piling more rocks on it. This is the least expensive of various adaptation options, which will be paid for through a tax on Treasure Island residents.

The project's managers have not yet calculated the cost of raising the perimeter or other strategies, but all parties assume that option will be cheaper than building for a 55-inch rise. That expense has not been formally calculated either.

The city guessed it might cost an additional \$130 million to build the development pads to 55 inches. And yet, cost may not be the significant obstacle. Instead officials said that adding more soil weight could jeopardize the island's stability and impact the rest of the design plans.

Dilip Trivedi, a Moffatt & Nichol coastal engineer working on the Treasure Island project, said mounding to 55 inches would be "a huge cost difference."

"You could go to 55 inches," he said, "but at some point it doesn't become cost effective. At that point then the project suffers, we can't do the project anymore."

So while technically possible, he said the height increase would also leave the federally owned Job Corps Center, which the development will not own or alter, at the bottom of a hole in the center of the new neighborhood.

"In the end it was, 'Why 55 inches?' Even that could be wrong," Trivedi said. "How is it that we don't build for the 1,000-year earthquake then? We don't. It's a matter of acceptable levels of risk over your planning horizon."

The major variable is the pace of global warming and climate change. Scientists say they still need to better understand how polar ice sheets and mountain glaciers are responding to climate change in order to make more accurate predictions. In particular the Greenland and Antarctica sheets "have started to flow much faster towards the sea in recent decades, which contributes to rising sea levels," Rahmstorf, author of multiple studies on sea-level rise, wrote in an e-mail.

"That this would happen so rapidly was unexpected," Rahmstorf said. "That is probably the main reason why sea level rise has been underestimated in the past."

A version of this article was published in the summer 2010 pilot edition of the San Francisco Public Press newspaper. [Read select stories](#) online, or [buy a copy](#).

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San Francisco News

## Russian, US sailors face off in soccer

Wednesday, June 23, 2010

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TREASURE ISLAND, CA (KGO) -- If it seems the world has gone more than a little soccer-crazy during the World Cup, that's no accident. The game serves as an international bridge, with a language all its own, that anyone who loves the game understands. If you still don't believe that there was a small example of that in San Francisco on Wednesday

For those of you who have not yet had enough excitement from the day's international soccer, there was another event on Wednesday that world's media missed -- all, that is, except ABC7.

It wasn't the World Cup, but instead, a friendly game on Treasure Island between the American and Russian navies. The Russians even brought out their own band.

## Related Content

[STORY: Cisco commits \\$1B in meeting with Russian leader](#)

Teams from the U.S.S. Bunker Hill matched wits and kicks with the Russian cruiser Varyag, which won 3-1. Most of the players were hardly old enough to remember the Cold War or to consider that in another

time, crews from these ships could have been shooting missiles at each other, instead of soccer balls.

"It was competitive, but there was no international pressure," said U.S. goalie Jane Drury.

Wednesday's match did not happen by accident. The Varyag timed its visit with that of Russian President Medvedev. While here, the crew observed more serious moments, like the laying of a wreath to Russian sailors who died here in 1853, but Wednesday was no a day for such formalities.

The Russian and U.S. sailors celebrated with hot dogs and hamburgers. On Treasure Island, two of the greatest nations achieved a level of détente.

"At the end of the day, a sailor is a sailor. It doesn't matter where they come from," says U.S. sailor Kevin Logan.

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Local

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## Displaced residents get shelter on Treasure Island

**Bay City News**  
**June 21, 2010**

SAN FRANCISCO — More than 60 people who were displaced by a fire Thursday at a transitional housing center in San Francisco's Tenderloin neighborhood will now be given shelter on Treasure Island, a spokesman for the center's property manager said Monday.

The three-alarm blaze at the Taylor Street Center at 111 Taylor St. forced the evacuation of the center and displaced more than 200 residents. The center, which provides temporary housing, monitoring and transitional services for minimum-security criminal offenders, has not yet reopened.

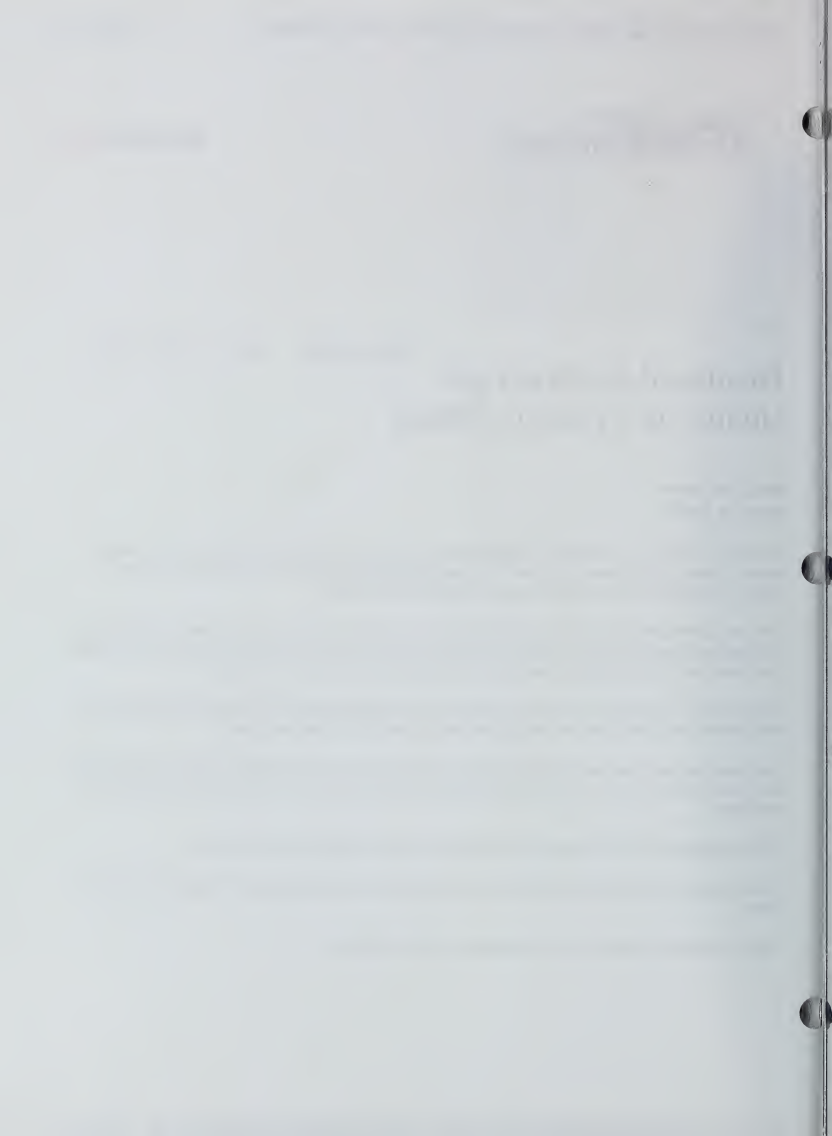
Charles Siegel, spokesman for Cornell Companies, said Monday that the 61 remaining residents who need shelter have been taken to a hangar provided by the city on Treasure Island.

The American Red Cross had provided temporary shelter at the Gene Friend Recreation Center at Sixth and Folsom streets, but The City needed that facility back Monday, Red Cross spokeswoman Patricia Peper said.

Other residents have been housed with family and friends or placed at other facilities.

The fire began on the roof of the building, where contractors were doing work Thursday, according to Siegel.

The fire department has estimated the damage at about \$350,000.



SFGate.com

## Nautical fun at Summer Sailstice

Paul V. Oliva, Special to The Chronicle

Saturday, June 19, 2010



Monday's summer solstice means today is the longest Saturday of the year. To take advantage of it, the 10th annual Summer Sailstice offers sailors, nonsailors and families a full day of nautical fun with two dozen events around Northern California, including a festival on Treasure Island, 11 a.m. to 8 p.m.

The Treasure Island festival offers free admission and parking for sailboat rides, boat displays and exhibits on sailing and marine conservation. On the beach, young pirates can dig for treasure and shutterbugs can get tips from Photo Renegade. Live music ranges from sea chanteys to rock classics, while Polynesian dancers bring out the island spirit.

There's even a quirky boatbuilding contest. Starting with a stack of wood, teams compete to construct and race full-size wooden boats in seven hours.

Sailstice formally honors the sun with a Big Bang cannon ceremony when the sun reaches its zenith at 1:11 p.m. and sets at 8:34 p.m. after almost 15 hours of sunlight.

The day benefits the nonprofit Treasure Island Sailing Center, which teaches kids to sail and delivers scholarships and life skills training. Executive Director Michelle Ross says she is thrilled that proceeds from donations at Sailstice will help introduce underprivileged children to the wonders of sailing on the bay.

It's all part of a solstice-timed global sailing holiday started in the Bay Area in 2000 to celebrate everything related to the sun, wind and water.

Complete event information and registration for a prize drawing is at [sailstice.com/sf](http://sailstice.com/sf).

### More splashy fun

Kids love water, and the festival is only one of many ways to get on - and in - the bay and ocean this summer.

More than two dozen community groups and yacht clubs offer youth sailing programs for kids ages 7 and up, from beginners through competitive racing and from short classes to weeklong day camps and even overnight cruises. The April issue of the sailing magazine *Latitude 38* comprehensively

lists options and links to a calendar of classes at [latitude38.com](http://latitude38.com).

Open water swimming and rowing programs for kids are harder to find. Reuben Hechanova, an officer of the Dolphin Club in San Francisco, reports they have both; just contact the club for information. UC Berkeley and Stanford also run crew camps training competitive rowing for teens.

The parent resource Web site Bay Area Kid Fun lists kayaking camps in Sausalito, Tomales Bay, Larkspur and San Jose, as well as surf camps in Pacific and Santa Cruz.

For would-be marine biologists, the Marine Science Institute in Redwood City and the Coastal Camp at Headlands Institute in Sausalito give kids hands-on experience at water's edge and on boats with plankton, tide pools, sea lions and other creatures of the deep.

### **Ellison wins copenhagen cup**

In Copenhagen last weekend, Larry Ellison helmed Team BMW Oracle to win the Copenhagen Cup in fleet racing and match racing on new RC 44 class boats. The buzz came, though, when they blasted around the race area under full sail in 25 to 30 mph winds after racing was canceled and other boats returned to harbor.

Paul Oliva is a consultant, writer and sailor. E-mail him at [datebookletters@sfchronicle.com](mailto:datebookletters@sfchronicle.com).

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2010/06/19/DD2O1E0PU4.DTL>

This article appeared on page E - 1 of the San Francisco Chronicle





Local

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## Ferry expansion approved

By: [Will Reisman](#)  
Examiner Staff Writer  
June 18, 2010

The centerpiece of expanded ferry service in San Francisco steamed ahead with the approval of major contracts for the project.

The planned terminal, located at the Ferry Building on The Embarcadero, is the centerpiece for future ferry service plans on the Bay, with the downtown San Francisco location slated to act as a hub for 12 routes in the region, including a major project to connect with Treasure Island.

The Water Emergency Transportation Agency, which oversees ferry operations in the Bay Area, wants to triple ferry service during the next 25 years, serving up to 12 million passengers annually. To handle that capacity, it has proposed adding three new berthing facilities at the ferry terminal. Currently, the ferry terminal handles six daily routes, so WETA's plans would double that service in the next 10 years.



The Water Emergency Transportation Agency envisions up to 12 million ferry passengers annually. (Courtesy photo)

On Thursday, WETA's board of directors approved two contracts worth \$2.9 million to conduct design and environmental review plans for expansion of the ferry terminal.

Of that total, \$1.5 million will go to the URS Corp. to complete the environmental review of the project, and \$1.4 million will go to the ROMA Design Group to complete a conceptual design of the new terminal. Funding for these studies will come from state bond money.

The design and environmental review studies are expected to take about two years to finish, and construction of the new berthing facilities at the Ferry Building isn't expected to be complete until 2014 or 2015, according to Leamon Abrams, WETA spokesman. Projects like this typically cost \$20 million to \$25 million, Abrams said.

Once expansion plans are completed, the agency would oversee operations that connect San Francisco to terminals on the Peninsula, in Marin County and in the East Bay.

The biggest of the projects is the connection from the ferry terminal to Treasure Island, which one day is





Local

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## Treasure Island may get new Muni line

By: [John Upton](#)  
June 11, 2010

A new Muni bus line and additional ferries could shuttle commuters and day-trippers between a redeveloped Treasure Island and the mainland.

Shops, a hotel and nearly 8,000 homes are planned to be built in the coming decades on the sparsely populated island, which was built for the 1939 World's Fair before being taken over by the Navy.

The first new homes could be occupied by early 2014, according to Wilson Meany Sullivan developer Kheay Loke.

A parking spot is planned for every new home, and tolls will be charged to drive onto the island.

Environmental and other activists are expected to fight to reduce the number of planned parking spots.

In an effort to reduce traffic jams and exhaust emissions on the island and Bay Bridge, urban and transportation planners are mulling options for moving residents around by mass transit.

An environmental study already under way includes two main transit scenarios, both of which include a free shuttle around the island.

The basic scenario would increase the frequency of services on Muni's 108-Treasure Island line and introduce a single ferry to shuttle passengers between San Francisco and the island's city-facing shoreline.

But with the number of homes planned to be built increasing recently by 1,500, an enhanced transit option also is being evaluated.

Under the new option, three ferries would be purchased and deployed for the 2-mile trip between the Ferry Building and the island's planned waterfront transit terminal.



Residents of Treasure Island could soon have an express bus to transport them from the former naval base. (Examiner file photo)

The enhanced option also includes new Muni bus service to carry passengers over the bridge between the island and Mission Bay or Civic Center, according to Loke.

"The idea is that this would be an express bus, so just one stop," he said. "We're working with Muni to see where they think it should stop."

The enhanced transit option would reduce projected peak-hour car trips to the island from 5,124 per afternoon to 4,175, city figures show.

New AC Transit service between the island and East Bay also is planned.

A draft environmental impact report containing the transit scenarios is due in June.

[jupton@sfxaminer.com](mailto:jupton@sfxaminer.com)

## Island hopping

*Projected afternoon peak-hour trips to Treasure Island:*

### Basic transit alternative

Car: 5,124

Bus: 898

Ferry: 818

### Enhanced transit alternative

Car: 4,175

Bus: 1,567

Ferry: 1,235

*Source: Mayor's Office of Economic and Workforce Development*

## More from John Upton

- [Peter Pan blamed for downtown blight](#)
- [T-Mobile plans major expansion](#)
- [More scrutiny planned this week for shipyard redevelopment plans](#)
- [Historic items from Sacred Heart Church sold to benefit academy](#)
- [Treasure Island may get new Muni line](#)

## Topics

[Muni](#) , [ferries](#) , [Treasure Island](#)

# The Mercury News

MercuryNews.com

## Sea level rise could threaten residents, but Bay Area has no comprehensive protection strategy

By Julia Scott  
julia.scott@bayareanewsgroup.com

Posted: 06/12/2010 08:05:20 PM PDT

Updated: 06/12/2010 09:17:52 PM PDT

Within two decades, developers could be enthusiastically selling stunning views, bay breezes — and up to 56,000 new homes — along the edge of San Francisco Bay. One thing their brochures won't mention: rising sea levels that could transform today's bay front into a perpetual flood zone.

Only half of the Bay Area's 12 proposed major bay-front developments have a strategy for the expected rise in sea level that experts warn could endanger hundreds of thousands of residents and cause some \$56.5 billion in property damage in San Mateo, Alameda and Santa Clara counties by the end of the century.

With 2 million new residents projected to move to the Bay Area in the next 25 years, the issue of rising sea levels has added a new layer to a fierce regional debate over whether it is appropriate to build along the bay — or whether we should retreat from the water altogether.

"I think that, right now, Redwood City is like the

canary in the coal mine," said state Sen. Loni Hancock, D-Berkeley, who recently joined more than 125 current and former elected officials to lobby against a proposal to build thousands of homes and more than a million square feet of office space on Redwood City's Bayside salt ponds.

Even though they are hungry for housing, cash-strapped bay-front cities are not inclined to spend millions of dollars on solutions to prevent future flooding. And no agency has the authority to require that cities take sea-level

rise into account when planning a development.

So decisions over whether to build levees and how high to build them usually fall to a developer, said Will Travis, executive director of the Bay Conservation and Development Commission.

A few developers are taking up the challenge, but with wildly different solutions. While one developer proposes literally raising Treasure Island to keep future neighborhoods there high and dry, developers of Redwood City's Saltworks property plan to build up earthen levees to protect thousands of people from flooding.

Others — like San Francisco's Mission Bay project, which will boast more than 6,000 housing units when complete — have no flood-protection strategy at all.

### 'Wait and see' wins out

A growing chorus of regulators, legislators and environmental groups say the lust for prime real estate and a wait-and-see approach to sea level rise have taken precedence over cool-headed analysis of the pros and cons of building along the bay shore.

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## The Mercury News

MercuryNews.com

They warn that the Bay Area needs a comprehensive strategy.

"For me, the major concerns are sea-level rise," Hancock said, "and what is the public liability if we allow and permit development that will be affected."

Scientists say global warming will melt glaciers and ice sheets in the coming decades, and combined with the fact that ocean water expands as it warms, the result will be a steady rise in sea levels. Since 1900, San Francisco Bay has risen 8 inches. California's Climate Change Research Center predicts that sea-level rise in the bay could reach 16 inches by midcentury and 55 inches by century's end.

Only two areas — Foster City and Hamilton Field in Novato — have Federal Emergency Management Agency-certified levees high enough to protect them from a 100-year flood event, defined as a 1 percent chance that each year will present a "perfect storm" of rains, wind and high tides.

The Pacific Institute estimates that it would cost San Mateo, Alameda and Santa Clara counties more than \$2 billion to build and raise all the levees and sea walls to guard against flooding associated with maximum sea-level rise scenarios, but if measures are not taken, flooding could cause \$56.5 billion in property damage by 2100.

Many of the planned developments lie partially or entirely within existing flood zones, as defined by FEMA — such as the Redwood City Saltworks site and others in Oakley and Alameda.

Parts of the Saltworks site are below sea level, but developer DMB has argued that building homes close to jobs in Silicon Valley is a benefit to the environment, preventing long commutes.

Lennar, lead builder of future communities on Treasure Island and Hunters Point, has decided to raise the land elevation and the building pads in both locations to a minimum elevation of 36 inches above the 100-year tide, rather than build a levee or sea wall that residents won't be able to see over.

"Rather than building to a number, we are building to a strategy, a mechanism in place which is going to deal with any amount of sea-level rise that occurs out here," said Dilip Trivedi, coastal engineer with Moffat & Nichol, the firm that is engineering the Treasure Island development.

### Better way to build?

New growth is one thing; protecting existing development is another.

Privately, city officials say there's no way they can plan for the kind of capital investment necessary to protect property from 55 inches of sea-level rise 90 years into the future.

As cities struggle to come up with the money to meet current flood-protection standards, there is a growing consensus among urban planners and regulators that it's past time to initiate a regional strategy that involves retreating from the bay.

San Francisco, Silicon Valley, the airports — these are worth protecting at any cost, suggests Travis of the Bay Conservation and Development Commission.

Still, he said, other countries such as Holland and Germany have something to teach us about adapting to inevitable flooding.

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## The Mercury News

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"I think the better way of looking at it is we aren't building communities anymore, we're building long-term campgrounds. And if you think of it that way, we may decide to build in a different way," he said. "We may decide that the thing to do is have buildings that are specifically designed to only last 50 or 100 years, and then they can be moved away."

People aren't always ready to hear Travis' message about the dangers of sea-level rise.

That's why he takes them to San Francisco's Pier ½ — so called because it's only half a pier.

Wegged next to Pier 1, it used to receive ferries from Vallejo but was chained shut in 2008 when rising tides started breaking the deck's underside apart.

It's the first physical evidence of damage from sea-level rise Travis knows of, but it won't be the last.

"The only thing that is certain," Travis said, "is that every time a projection comes out, it's higher than the last one."

This story was produced in collaboration with Crosscurrents on KALW 91.7 FM. Listen to a two-part series on sea-level rise at [www.kalwnews.org](http://www.kalwnews.org). Contact Julia Scott at 650-348-4340.

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## Bi-Rite Expands to Divisadero, À Côté Grows in Oakland, and More

6/10/10 at 4:38 PM Comment



Photo: [Robyt612/Flickr via Hightower](#)

**Western Addition:** Bi-Rite Market will be bringing their haute grocery and deli business to a second location on Divis between Grove and Fulton, in the former Emblem Grocery. Details remain up in the air. [\[Scoop\]](#)

**Pacific Heights:** Citizen Cake's new locale (2125 Fillmore) remains indefinitely delayed, pending some final funding for the remodel. [\[Grub Street\]](#)

**Treasure Island:** Sol Rouge, a small Napa-based winery, looks to be opening a tasting room on Treasure Island, in Building 180 N. [\[Grub Street\]](#)

**Oakland:** À Côté, the popular, small-plates off-shoot of now shuttered white-tablecloth neighbor Citron, will be expanding with a new sister eatery in the Citron space. Owner Jack Knowles is still working out the concept, but it will be different from and complementary to À Côté. [\[Chron\]](#)

Also, Knowles has cleared some permitting hurdles and will soon open a 165-seat pan-Latin restaurant called Los Compadres in Oakland's Glenview (4239 Park Boulevard), with À Côté chef Matt Colgin at the helm. [\[Chron/Scoop\]](#)

**Mission:** Southern Pacific Brewing Company is coming to 620 Treat Avenue, which is going to be a huge brewpub and restaurant designed by the guy who did Flora Grubb and Four Barrel Coffee and featuring sourdough crust pizzas. [\[Tablehopper\]](#)

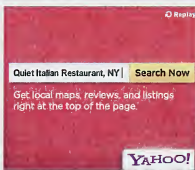
**Potrero Hill:** Perry's has opened a fourth location, serving up breakfast, lunch and happy hour at the Design Center. [\[Scoop\]](#)

**Marin:** See a roundup of all the new stuff just opened in Marin, including L'Appart Resto in San Anselmo and Dish in Mill Valley. [\[Chron\]](#)

By: Jay Earmann

FILED UNDER: NEIGHBORHOOD WATCH, À CÔTÉ, BI-RITE MARKET, EMPIRE BUILDING, JACK KNOWLES, LOS COMPADRES, OPENINGS, SOL ROUGE

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# Introduction

The purpose of this study is to investigate the effects of various factors on the performance of a system. The factors being studied are: (1) the number of users, (2) the type of hardware, and (3) the type of software. The results of the study will be presented in a series of tables and graphs. The first table shows the results of the first experiment, which was conducted with a small number of users. The second table shows the results of the second experiment, which was conducted with a larger number of users. The third table shows the results of the third experiment, which was conducted with a different type of hardware. The fourth table shows the results of the fourth experiment, which was conducted with a different type of software. The graphs show the relationship between the number of users and the performance of the system. The first graph shows the results of the first experiment, which was conducted with a small number of users. The second graph shows the results of the second experiment, which was conducted with a larger number of users. The third graph shows the results of the third experiment, which was conducted with a different type of hardware. The fourth graph shows the results of the fourth experiment, which was conducted with a different type of software.



# Notes



# Notes





CITY & COUNTY OF SAN FRANCISCO

MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

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Draft Minutes of Meeting  
Treasure Island Development Authority  
June 9, 2010

San Francisco City Hall  
Room 400  
San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:37 P.M.

Roll Call

Owen Stephens, *President*  
John Elberling, *CFO*  
Claudine Cheng  
John Rahaim  
Jean-Paul Samaha

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2. General Public Comment

Mr. John Arndt, Summer Sailstice, spoke in support of the Summer Sailstice 2010 event taking place on Treasure Island on June 19<sup>th</sup>. Stated the annual event is expected to draw two to three thousand people, plus a large number of vessels sailing-in and anchoring for the weekend.

3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Stated an update by the United States Navy on the Navy's on-going remediation activities will be provided at the July Board meeting. Stated that enrollment in the ChildCare Center on-Island has increased in the past several months. Discussed additional community safety and security measures being undertaken by Community Housing Partnership during the summer months; on-Island pothole and streetlight repairs undertaken. Discussed staff involvement in Department of Public Health site-review for identification of mass-prophylaxis distribution on-Island in the event of a region-wide pandemic or biological incident. Discussed upcoming on-Island events including Summer Sailstice 2010 and New Beginnings Church

revival services. Stated that Chantel Ginochio, a Joint Venture employee, was featured on Channel 7's "Beyond the Headlines" program recently discussing her employment with the Joint Venture.

There was no Public Comment on the Director's Report.

**3b. Report by Office of Economic & Workforce Development**

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed staff work on the Resident Transition Plan, including upcoming public meetings on the plan. Stated that the Board of Supervisors unanimously approved the Redevelopment Term Sheet amendments previously approved by the Authority Board. Discussed presentation of the Ferry Terminal Concept to the Water Emergency Transit Authority.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

**3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

There was no CAB report provided at this meeting.

There was no Public Comment on the Citizen Advisory Board report.

**4. Communications**

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

**5. Ongoing Business by Directors**

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

**6. Consent Agenda**

There was no Public Comment on the Consent Agenda.

Director Cheng motioned for approval.

Director Stephens seconded the motion.

The item was approved unanimously.

**7. Resolution approving the Revised Budget of the Treasure Island Development Authority for Fiscal Year 2010-2011**

Ms. Mirian Saez, Director of Island Operations, presented the revised FY2010-2011 Authority budget. The TIDA Board approved the Fiscal Year 2010-11 Budget at the meeting scheduled on April 7, 2010. After review and discussions with the Mayor's Budget Analyst's Office, revisions to the FY 10-11 Budget expenditures for the Treasure Island Project Office, exclusive of redevelopment related expenses, have been made. The Budget is adjusted to reflect changes in

the lines of Facilities Maintenance and have resulted in an increase in TIDA's contributions to the General Fund. TIDA's budget revisions were made possible because of the savings resulting from utilizing the Department of Public Works (BBR) instead of the Department of Real Estate for certain property management services for the Island.

There was no public comment on this item.

Director Cheng motioned for approval.

Director Samaha seconded the motion.

The item was approved unanimously.

**8. Resolution approving the Third Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority**

Mr. Jack Sylvan, Office of Economic and Workforce Development, and Mr. Eric Cordova, San Francisco County Transportation Authority, presented a third amendment to the MOA with the San Francisco County Transportation Authority (SFCTA). Stated that over the past several months the Federal Highway Administration and Caltrans have confirmed that the viaduct structures (YBI Viaducts), a series of nine elevated roadway bridges along the western slopes of YBI on Treasure Island Road, are also eligible for federal funds. Under the proposed Third Amendment, TIDA will be required to reimburse the SFCTA for 100% of the SFCTA's costs up to a maximum of \$9.287 million, plus accrued interest as specified in the amended MOA. Staff recommended approving the Third Amendment to the MOA with the SFCTA in order to move forward the design, engineering and environmental review for the YBI Ramps and YBI Viaducts in coordination with Caltrans in order to facilitate efficiencies in the timing of construction with the ESSSP and state and federal funding opportunities.

There was no public comment on this item.

Director Stephens motioned for approval of this item.

Director Rahaim seconded the motion.

The item was approved unanimously.

**9. Informational Presentation on Transportation Study**

Mr. Michael Tymoff, Office of Economic and Workforce Development, presented on the methodology used in the Transportation Impact Study for the Draft Environmental Impact Report (EIR) conducted by the San Francisco Planning Department, and their consultant, Fehr and Peers. The presentation provided an overview of the scope, methodology and approach used in the EIR to identify project-related transportation impacts. Stated this is informational-only ahead of the publishing of the EIR in July. Provided an overview of the evolution of the Transportation Plan. Discussed the EIR schedule for the coming months.

Mr. Chris Mitchell, Fehr and Peers, and Ms. Viktoryia Wise, San Francisco Planning Department, provided an overview of the approach to transportation analysis and methodology used in analyzing project-related transportation impacts for the EIR.

Ms. Wise provided a tutorial on how to read the transportation impacts analysis that will be contained in the EIR document once the EIR is published.

There was no Public Comment on this item.

**10. Possible Closed Session for Conference with Real Property Negotiator**

There was no Public Comment on the possible Closed Session.

Director Stephens motioned to move to Closed Session.

The TIDA Board went to Closed Session at 2:55 PM.

**Attendees:**

Mirian Saez, TIDA

Peter Summerville, TIDA

Eileen Malley, Office of the City Attorney

Joanne Sakai, Office of the City Attorney

Jack Sylvan, Office of Economic and Workforce Development

Michael Tymoff, Office of Economic and Workforce Development

Janell Stoney, Office of Economic and Workforce Development

John Yolles, Office of Economic and Workforce Development

Director Stephens left the TIDA Board at 3:13 PM.

The TIDA Board re-convened in Open Session at 4:00 PM.

Director Elberling motioned to not disclose the Closed Session.

Director Cheng seconded the motion not to disclose.

The TIDA Board unanimously voted not to disclose the Closed Session.

**11. Adjourn**

The meeting was adjourned at 4:02 PM.





**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Agenda Item No. 6(b)**

**July 14, 2010**

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**Subject:** Authorizing the Director of Island Operations to Execute a Loan Agreement with History San Jose for the Temporary Loan of the Miguel Covarrubias Murals “Peoples of the Pacific”, “Economy of the Pacific”, and “Native Dwellings of the Pacific Area” (*Action Item*)

**Staff Contact/Phone:** Mirian Saez, Director of Island Operations  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

This item seeks approval by the Board of Directors of the Treasure Island Development Authority (“Authority”) of a Loan Agreement with History San Jose (“HSJ”) for the purposes of the temporary loan and exhibition at San Jose City Hall of the Miguel Covarrubias murals “Peoples of the Pacific”, “Economy of the Pacific”, and “Native Dwellings of the Pacific Area”, three of the murals which comprise the “Pageant of the Pacific” mural set.

**BACKGROUND**

In late 2009 HSJ, in partnership with the Mexican Heritage Corporation, approached Authority staff to request a loan of the murals which make up the Authority’s “Pageant of the Pacific” mural set, painted by famed Mexican muralist Miguel Covarrubias at the 1939 Golden Gate International Exposition. HSJ is the entity charged with historic programming and exhibitions at San Jose City Hall on behalf of the City of San Jose. In 2004 the Murals were restored under a partnership between the Authority, the Government of Mexico, the Fine Arts Museums of San Francisco (FAMSF) and the Charles and Frances K. Field Fund. Subsequently, the murals were exhibited at four locations in Mexico between 2004 and 2007, including the National Museum of Anthropology and History in Mexico City and the UNESCO Forum 2007 in Monterrey, MX. Upon the return of the Murals from Mexico, one mural from the “Pageant of the Pacific” set, “The Flora and Fauna of the Pacific” was put on extended temporary loan to FAMSF for display at the deYoung Museum.

The initial loan request made by HSJ was for the remaining four murals in the set; “Peoples of the Pacific”, “Economy of the Pacific”, “Transportation”, and “Native Dwellings of the Pacific Area”, for the purpose of temporary public exhibition at San Jose City Hall and inclusion in Mexican Heritage Festival programming during the month of September 2010. Prior to receiving the Loan request by HSJ, Authority staff received a Loan request from the National Building Museum in Washington D.C. (“NBM”) for temporary loan of the mural “Transportation” for inclusion in a World’s Faire design



exhibit at the NBM during approximately the same time period as the proposed HSJ exhibit. As such, Authority staff proposed that the Loan Agreement with HSJ be for the three remaining murals "Peoples of the Pacific", "Economy of the Pacific" and "Native Dwellings of the Pacific Area", and HSJ accepted.

Including transportation, installation, exhibition and deinstallation periods, the term of the Loan Agreement is September 1, 2010 through May 31, 2011, with approximate exhibition dates of September 15, 2010 through May 15, 2011. HSJ will install the murals at a temporary exhibition space at San Jose City Hall where they will be accessible at no cost to the general public during regular City Hall building hours. The proposed exhibit area is secure, climate controlled and meets the basic standards of appropriate exhibition space for works of art such as the murals. Transportation, installation and deinstallation of the Murals will be managed by Atthowe Fine Arts Services, under the technical supervision of the Fine Arts Museums of San Francisco's' (FAMSF) Director of Paintings Conservation. History San Jose will be responsible for all costs associated with the transportation, installation, deinstallation, exhibition and insuring of the Murals at all times during the Loan Period as well as for the care and conservation of the Murals as specified in the Loan Agreement. At the end of the exhibition, the Murals will be transported back to the Authority. The terms and conditions contained in the Loan Agreement before the Board are the standard terms and conditions contained in previous Loan Agreements for temporary loan of the mural set executed by the Authority.

### **RECOMMENDATION**

Staff recommends approval of the Loan Agreement with History San Jose.

### **EXHIBITS**

A Loan Agreement between the Authority and History San Jose

Prepared by Peter Summerville  
for Mirian Saez, Director of Island Operations

[Loan of Three Miguel Covarrubias Murals to History San Jose]

**Authorizing the Director of Island Operations to Execute a Loan Agreement with History San Jose for the Temporary Loan of the Miguel Covarrubias Murals "Peoples of the Pacific", "Economy of the Pacific", and "Native Dwellings of the Pacific Area".**

**WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Treasure Island Development Authority (the "Authority") as a redevelopment agency under California redevelopment law with authority over former Naval Station Treasure Island (the "Base"), and (ii) with respect to those portions of the Base which are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority the authority to administer the Tidelands Trust as to such property; and,

**WHEREAS**, The Tidelands Trust prohibits the sale of Tidelands Trust property into private ownership, generally requires that Tidelands Trust property be accessible to the public and encourages public oriented uses of trust property that among other things, attract people to the waterfront, promote public recreation, protect habitat and preserve open space; and,

**WHEREAS**, The Board of Supervisors approved the designation of the Authority as a redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated February 6, 1998; and,

1       **WHEREAS**, On March 29, 2001, the Authority approved a resolution accepting as a  
2 gift from the Port of San Francisco five Miguel Covarrubias murals collectively titled  
3 "Pageant of the Pacific" (the "Murals"); and,

4       **WHEREAS**, History San Jose ("HSJ") wishes to borrow the individual murals titled  
5 "Peoples of the Pacific", "Economy of the Pacific", and "Native Dwellings of the Pacific  
6 Area" for the purpose of publicly displaying the murals at San Jose City Hall from  
7 September 2010 through May of 2011; and,

8       **WHEREAS**, Under the terms of the Agreement, HSJ shall cover all costs related to  
9 the transportation, insurance, handling and display of the Murals; now therefore be it,  
10

11       **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations  
12 or her designee to execute the Loan Agreement in substantially the form attached hereto  
13 as Exhibit A with History San Jose for temporary loan of the Miguel Covarrubias Murals  
14 "Peoples of the Pacific", "Economy of the Pacific", and "Native Dwellings of the Pacific  
15 Area", and, be it

16       **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director  
17 of Island Operations or her designee to enter into any additions, amendments or other  
18 modifications to the Loan Agreement that the Director of Island Operations determines in  
19 consultation with the City Attorney are in the best interests of the Authority, that do not  
20 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
21 the rights of the Authority, and are necessary or advisable to complete the preparation and  
22 approval of the Agreement, such determination to be conclusively evidenced by the  
23 execution and delivery by the Director of Island Operations or her designee of the  
24 documents and any amendments thereto.  
25

1  
2  
3 **CERTIFICATE OF SECRETARY**

4 I hereby certify that I am the duly elected and acting Secretary of the  
5 **Treasure Island Development Authority, a California nonprofit public benefit**  
6 **corporation, and that the above Resolution was duly adopted and approved by the**  
7 **Board of Directors of the Authority at a properly noticed meeting on July 14, 2010.**  
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10 \_\_\_\_\_  
11 **Helen Nigg, Secretary**  
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**AGREEMENT**

**September 1, 2010**

**BETWEEN  
AUTHORITY**

**TREASURE ISLAND DEVELOPMENT**

One Avenue of Palms, Second Floor  
Treasure Island  
San Francisco, CA 94130  
Attention: Mirian Saez  
Director of Island Operations  
Phone: (415) 274-0660  
Fax: (415) 274-0299

**AND**

**HISTORY SAN JOSE, A CALIFORNIA  
CORPORATION**

1650 Senter Road  
San Jose, CA 95112-2599  
Attention: Alida J. Bray, President/CEO  
Phone: 408-287-2290  
Fax: 408-287-2291

**I. NAMING OF PARTIES**

This document (hereafter, "Agreement") sets forth the terms of mutual agreement between the lender, the Treasure Island Development Authority (the "Authority" or "TIDA"), and the borrower, History San Jose, a California Corporation, concerning the forthcoming exhibition of artworks with the working title:

**Pageant of the Pacific Murals  
By Miguel Covarrubias  
(hereafter, the "Covarrubias Murals")**

**IA. RECITALS**

Whereas, the Authority owns the Covarrubias Murals and is responsible for the long-term care and preservation of the Covarrubias Murals; and

Whereas, the parties' primary focus in entering into this Agreement is to foster cultural exchange between San Francisco and San Jose, celebrate a shared artistic heritage and to help ensure the public enjoyment of the Covarrubias Murals; and

Whereas, History San Jose seeks to borrow three (3) of the Covarrubias Murals described in Section II.A below (the "Murals") for the purpose of a temporary public presentation in San Jose City Hall ("Loan"); and

Whereas, History San Jose is committed to ensuring the successful execution of project activities, ensure the proper care and protection of the Murals, and proper day-to-day management of project activities; and

Whereas, the Authority recognizes the historical and cultural significance of the Murals and is committed to exhibiting the murals in a professional manner; and

Whereas, History San Jose is committed to funding all elements of the Loan, including but not limited to transportation, installation and deinstallation, exhibition, insurance, security and promotion.

The Parties hereby agree to the terms and conditions of this Agreement.

## **II. EXHIBITION**

### **II.A. CONTENTS OF THE MURALS**

The Murals subject to this Agreement consist of three (3) murals made up of a total of 28 panels painted by Miguel Covarrubias for the Golden Gate International Exhibition on Treasure Island in 1939. The Murals depict cultural scenes of various countries around the world, particularly those countries surrounding the Pacific Rim. Photographic images of the Murals, together with a description, shall be attached as Appendix A ("Description of Murals") to this Agreement.

### **II.B. SCHEDULE**

The Murals will be presented according to the following schedule (or other schedule as may be approved in writing by both Parties to this Agreement and by the San Francisco City Risk Manager) (the "Exhibition Schedule"):

Transportation from storage and installation:

September 1, 2010 – September 14, 2010

Venue: San Jose City Hall

200 East Santa Clara Street

San Jose, CA 95113

Display:

September 15, 2010 – May 15, 2011

Venue: San Jose City Hall

200 East Santa Clara Street

San Jose, CA 95113



Deinstallation and transportation back to storage:

May 16 – May 31, 2011  
Atthowe Fine Arts Services  
3924 Market Street  
Oakland, CA 94608

The Murals shall travel to San Jose City Hall and be exhibited from the period of September, 2010 through May, 2011. History San Jose shall not move the Murals to any other exhibition venue without the Authority's prior written consent and approval by the San Francisco City Risk Manager. History San Jose will be responsible for all costs associated with the installation (including any costs associated with supervision by Authority or Fine Arts Museums of San Francisco staff), deinstallation, packing, couriers, shipping, transport and security. Any change of dates or location for the exhibition of the Murals shall be agreed upon in writing by all parties, and the San Francisco City Risk Manager.

## **II.C. SPONSORSHIP**

If History San Jose finds sponsors for any portion of the Murals, for the purpose of offsetting expenses related to the Murals, History San Jose shall inform the Authority of such sponsor.

## **II.D. FINANCIAL AND CONTRACTUAL RESPONSIBILITIES**

1. There shall be no public participation fee at San Jose City Hall for the viewing of the Murals;
2. History San Jose shall provide at no cost to the Authority:
  - a. Photographs of the murals on display at the exhibition venue and 25 free copies of any catalogue or materials produced for the Exhibition.
  - b. Mounting and display for each panel of the Murals.
  - c. Payment for art insurance unless otherwise specified under Section III (Insurance), herein, and any other insurance requested by the San Francisco City Risk Manager.
  - d. All local costs of installation and deinstallation, unpacking and packing of crates, graphics, security, programs, events and publicity.
  - e. Curatorial research for the exhibition, display, and publication of the Murals
  - f. Transportation and shipping from the Murals permanent storage location to San Jose City Hall, and back to the Murals permanent storage location.
3. History San Jose shall immediately alert the Authority of any changes in the facility and/or galleries designated for the exhibition of the Murals during the period covered by this Agreement, and the Authority must approve any such changes. History San Jose shall ensure that the facility will conform with the Authority-approved facilities report throughout the exhibition of the Murals.

### **III. INSURANCE**

History San Jose, in consultation with, and subject to the final approval of, the San Francisco City Risk Manager, shall secure an all-risk, fine arts wall-to-wall insurance policy form for the value of the Murals, including coverage for the perils of transit, earthquake, flood and windstorm or damage from any cause except wear and tear, gradual deterioration, and other standard fine arts policy exclusions, with a zero deductible. History San Jose shall name the Authority, the City and County of San Francisco, the Fine Arts Museums of San Francisco, and the Corporation of the Fine Arts Museums, as additional insureds and shall name the Authority as the loss payee for the Murals under that policy. On or before August 1, 2010, History San Jose shall provide to the Authority a certificate of insurance and endorsement evidencing such coverage. This coverage will apply from the time of condition checking at the Authority, through the exhibition of the Murals at the exhibition venue listed on the Exhibition Schedule, until the Murals are returned safely and are condition checked at the Authority. Failure of History San Jose to pay for such insurance or to secure the insurance required under this section shall constitute a basis for termination of this Agreement. History San Jose's insurance coverage must be placed with an insurance company rated AM Best A VII or better.

All policies shall provide thirty (30) days' advance written notice to the Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason.

### **IV. CARE AND CONSERVATION**

#### **IV.A. STANDARD OF SECURITY**

The Murals shall be treated by History San Jose as they would treat all works of art of great quality and in accordance with standard professional museum practices. History San Jose will accept full responsibility for the security and safekeeping of the Murals and will provide security in accordance with standard professional museum practices. Security provisions will include guards posted in and around the Murals during public hours monitoring any and all exits and 24-hour electronic surveillance if necessary. Signage and barriers will be provided to help protect the Murals where necessary.

#### **IV.B. ENVIRONMENTAL REQUIREMENTS**

The Murals must be stored, handled and exhibited in conformity with standard museum practices, which include the following environmental requirements. Specific instructions for the Murals are listed below.

1. Temperature:	68-70 degrees Fahrenheit (20-23 C.) +/- 10 degrees.
2. Humidity:	50% R.H. +/- 5% R.H.
3. Light:	Not to exceed 5-15 foot candles (50-150 LUX) depending on the

		media of the Murals (specified in Appendix A). No panels of the Murals are to be directly exposed to natural light or ultra-violet light of any kind. No lights shall be allowed inside of display cases without the permission of the Authority.
4.	Restrictions:	Under no circumstances shall NBM allow smoking or food and beverage in the same galleries as the Murals.
5.	Documentation:	If requested, NBM shall accurately document temperature, light and relative humidity in the exhibition galleries from the time the Mural arrives until the departure of the Mural. NBM shall accumulate and maintain such daily documentation and provide if requested by the Authority.
6.	Exhibition Cases:	The Murals must be inside vitrines or behind a protective bar/barrier such as a bar stanchion, approved by the Authority, to prevent visitors from touching or standing too close to the Murals, unless otherwise approved by the Authority. If the Murals are to be displayed inside a display case, the interior of the cases that are to house the Murals should be fabric-lined, not painted.
7.	Storage:	Any storage of the Murals must be reviewed in advance by the Authority and must be in a climate-controlled space with adequate security. Any storage costs required must be borne by NBM.
8.	Handling:	NBM is required to follow all instructions for handling each panel of the Murals that shall be provided by the Authority in the condition report book that will travel with the Murals in accordance with Section V of this Agreement.

## **V. TRANSPORTATION AND SECURITY**

### **V.A. PACKING CASES**

The Murals shall be transported to and from the exhibition in packing cases provided by the Authority. History San Jose shall be responsible for the cost of crating and packing. History San Jose shall also be responsible for the condition of the packing cases at all times throughout the course of the Loan, and shall immediately report to the Authority any damage caused to any of the packing cases. In the event of damage to any of the cases, History San Jose shall be responsible for providing a replacement case(s) deemed satisfactory by the Authority. The Authority, in consultation with the Fine Arts Museums of San Francisco, shall designate an agent to oversee all aspects of packing and crating the works for shipment.

### **V.B. PACKING AND UNPACKING**

The representatives of the Authority shall supervise all packing and unpacking of the Murals. Upon arrival of the Murals at the exhibition venue, the crates must remain unopened for 24 hours in order to acclimatize the Murals to the space prior to unpacking. The packing and

unpacking of the Murals shall be carried out by trained art handlers previously approved by the Authority at no cost to the Authority and supervised by the representatives of the Authority or the Authority's designated representative. At the conclusion of the exhibition of the Murals, the empty crates shall be placed by History San Jose in the galleries for 24 hours prior to repacking of the Murals in order to acclimatize the crates.

#### **V.C. CONSERVATION**

If any damage should occur to any of the panels of the Murals between the time they leave the Authority and are returned to the Authority, History San Jose shall immediately notify the San Francisco City Risk Manager, Matthew Hansen by FAX at 415 554-6168. In addition, History San Jose shall immediately notify the Director of Island Operations, by FAX 415-274-0299 or e-mail [Mirian.Saez@sfgov.org](mailto:Mirian.Saez@sfgov.org). No conservation treatment shall be undertaken without written approval from the Authority. The Authority reserves the right to inspect the Murals from time to time during the exhibition and to remove any panel of the Murals from the exhibition if in the Authority's judgment such removal is necessary for its protection.

The Murals shall be unpacked in climate controlled exhibition space that shall be removed and sealed from any galleries that are not fully prepared and painted in advance.

#### **V.D. CONDITION REPORTS**

A Condition Report shall be attached to this Agreement as Appendix B ("Condition Report"). Upon unpacking, Authority representatives shall note any change in the condition of the Murals on the Condition Report and date and sign the same. At the time of re-packing, the same procedures shall apply.

#### **V.E. SHIPPING AND TRANSPORT**

If any shipments are arranged by truck, the trucks must be air-ride, climate-controlled vehicles. History San Jose must consult with the Authority representative before any arrangements are made for the transportation of the Murals. The cost of all shipping and transport shall be paid by History San Jose.

#### **V.F. COURIERS**

If required by the Authority, History San Jose shall be responsible for the costs of ground transport to and from the Authority and per diem for an Authority courier during transportation of the Murals to and from the Authority.

#### **V.G. INSTALLATION AND DEINSTALLATION**

The Authority has already provided some existing photos to History San Jose on CD Rom. A list of images is attached to this Agreement as Appendix C ("Images of Mural"). History San Jose shall provide the Authority with a detailed work plan and a working schedule for installation and deinstallation of the Murals prior to the shipment of the Murals to History

San Jose. History San Jose shall follow the Authority's requirements regarding packing, installation and deinstallation of the Murals.

History San Jose shall be responsible for the costs of ground transport to and from the Authority and per diem for an Authority representative during both installation and deinstallation at the exhibition venue. For the installation a representative shall be required to supervise unpacking and installation until the Murals are installed. At the close of the exhibition, a representative will be required to supervise deinstallation and packing of the Murals.

## **VI. PHOTOGRAPH AND PUBLICITY; SPECIAL EVENTS**

### **VI.A. PHOTOGRAPH AND REPRODUCTIONS**

History San Jose may reproduce the images for publicity and educational purposes only to promote, publicize, and provide information about the Murals. The Authority shall retain all copyright and ownership rights relating to such images. All original photography shall be returned to the Authority at the close of the exhibition. No commercial products reproducing any of the works will be made without the Authority's prior approval in writing. No photography will be permitted, except by the press or by special application and with supervision of the appropriate staff of the Authority.

Press previews involving photography and television coverage require the presence of a conservator, curator or representative of the Authority, to insure the safety of the Murals. Images to be reproduced for publicity shall be approved in advance by the Authority and when possible shall have an adjacent credit line correctly listing the caption and identifying the Authority as the owner and lender of the Murals.

History San Jose shall supply the Authority all attendance figures, installation photographs, samples of printed material and press clippings from the exhibition venue.

### **VI.B. SPECIAL EVENTS**

History San Jose agrees to provide invitations to members of the Authority Board of Directors, City officials, Fine Arts Museums representatives, relevant staff and colleagues to the opening celebrations for the Exhibition of the Murals. The Authority shall provide History San Jose with a list of persons at least forty-five (45) days prior to any event.

## **VII. DEFAULT**

Failure or refusal of History San Jose to perform or do any act herein required, or to ensure that History San Jose comply with all conditions of this Agreement, shall constitute a default. In addition to any other remedy available to the Authority, the Authority may terminate this Agreement upon ten (10) days written notice to History San Jose. Such termination does not waive any other legal remedies available to the Authority. Upon any termination of this

Agreement, History San Jose shall cooperate with the Authority in returning the Murals to the Authority in accordance with the provisions of Articles IV and V of this Agreement.

#### **VIII. LIABILITY FOR LOSSES NOT COVERED BY INSURANCE/INDEMNIFICATION**

History San Jose agrees to indemnify, defend and hold the Authority, the City and County of San Francisco, including their respective officers, agents, and/or employees, harmless from any and all claims, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees and costs of litigation (collectively "Claims") in connection with any accident, loss, injury, or damage to persons or property arising out of the acts, errors, or omissions of History San Jose, its officers, agents and/or employees, related to the performance of activities conducted pursuant to this Agreement, but only to the extent such Claims are attributable to the acts or omissions of History San Jose or its officers, agents, and/or employees. This clause refers only to claims not covered through the Authority's art insurance policy as set forth in Section III (Insurance), above. The terms of this Section VIII shall survive the expiration or earlier termination of this Agreement.

#### **IX. DISPUTE RESOLUTIONS**

Each of the parties pledges to use its best efforts to amicably resolve to their mutual satisfaction any non-insurance related disagreement arising out of this Agreement. The parties shall attempt to resolve any controversy through a panel that includes a representative of the Authority, a representative appointed by the Mayor of the City and County of San Francisco, and a representative of History San Jose. Failing this, the parties agree to attempt to resolve their disputes in non-binding arbitration in accordance with the rules of the American Arbitration Association in effect at the time the Agreement is entered into.

#### **X. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform due to Force Majeure. "Force Majeure" with respect to a delay in or prevention of performance shall mean (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any flood, washout, explosion or any other cause beyond the reasonable control of the party from whom performance is required. Should any of these events occur, History San Jose shall notify the Authority as soon as possible.

#### **XI. CANCELLATION**

In the event of the premature termination of this Agreement by History San Jose, History San Jose will be billed and held responsible for paying all expenses incurred to the date of



termination. Any costs incurred as a result of cancellation will also be charged to History San Jose. The terms of this Section XI shall survive the expiration or earlier termination of this Agreement.

## **XII. GOVERNING LAW; ATTORNEYS FEES**

This Agreement shall be construed under and in accordance with the laws of the United States and the State of California. Every effort shall be made by both parties to avoid litigation and to affably work out to their mutual satisfaction any disagreement arising out of this Agreement. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of the Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

## **XIII. NOTICES**

Any notices given under this Agreement shall be addressed to the Authority or History San Jose, as applicable, at their address set forth in Section 1 above. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

## **XIV. SCOPE OF AGREEMENT**

This Agreement and all exhibits and appendices referred to herein, shall constitute the entire understanding of the parties with respect to the Murals, and there are no terms or conditions mutually agreed upon which are not set forth herein. This Agreement and the rights hereby granted shall be personal and the parties may not assign their rights or obligations hereunder without the prior written consent of both parties. Mutually acceptable modifications in this Agreement and its Appendices may be made at any time in writing signed by both parties.

## **XV. SIGNATURES**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, agreed to and accepted:

\_\_\_\_ day of \_\_\_\_\_, 2010

HISTORY SAN JOSE

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Alida Bray, President/CEO

By: \_\_\_\_\_  
Mirian Saez  
Director of Island Operations

Date

Approved as to Form:

DENNIS J. HERRERA,  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date

## Appendix A ("Description of Murals")

**Artist:** Miguel Covarrubias

**Painting:** Suite of Murals: "Pageant of the Pacific"

**Date:** 1939-1940

**Media:** Duco lacquer on artist prepared Masonite support (est.)

**Dimensions:** There are 6 murals in total, one of which is missing and another two of which are currently on loan elsewhere. 4 are comprised of 12 panels (arranged in 2 rows of six) and 2 are comprised of 4 panels (arranged in a row, side by side). The following murals are subject to this Agreement:

1. "Peoples of the Pacific" ca. 15' x 24' (178" x 288") overall, 12 panels
2. "Economy of the Pacific" ca. 15' x 24' (178" x 288") overall, 12 panels
3. "Native Dwellings of the Pacific Area" ca. 8' x 13' (98" x 156") overall, 4 panels

**Appendix B: Condition Report Books**  
**Condition Report Books are kept with the Murals**

**Appendix C ("Images of Murals")**  
**Taken at in Mexico City, MX June 2007**









**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Agenda Item No. 6(c)**

**July 14, 2010**

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**Subject:** Authorizing the Director of Island Operations to Execute a Loan Agreement with the National Building Museum for the Temporary Loan of the Miguel Covarrubias Mural "Native Means of Transportation in the Pacific Area" (*Action Item*)

**Staff Contact/Phone:** Mirian Saez, Director of Island Operations  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

This item seeks approval by the Board of Directors of the Treasure Island Development Authority ("Authority") of a Loan Agreement with the National Building Museum ("NBM") for the purposes of the temporary loan and exhibition of the Miguel Covarrubias mural "Native Means of Transportation in the Pacific Area", one of the murals which comprise the "Pageant of the Pacific" mural set.

**BACKGROUND**

In late 2009, the NBM approached Authority staff to request a loan of the mural "Native Means of Transportation in the Pacific Area," which is one of a set of five murals which make up the Authority's "Pageant of the Pacific" mural set, painted by famed Mexican muralist Miguel Covarrubias for the 1939 Golden Gate International Exposition. In 2004, the Murals were restored under a partnership between the Authority, the Government of Mexico, the Fine Arts Museums of San Francisco (FAMSF) and the Charles and Frances K. Field Fund. Subsequently they were exhibited at four locations in Mexico between 2004 and 2007, including the National Museum of Anthropology and History in Mexico City and the UNESCO Forum 2007 in Monterrey, MX. Upon the return of the Murals from Mexico, one mural from the "Pageant of the Pacific" set, "The Flora and Fauna of the Pacific" was put on extended temporary loan to FAMSF for display at the deYoung Museum.

Created in 1980 by an act of Congress and located in Washington DC, the NBM is a museum dedicated to development, architecture, construction and engineering, interior design, landscape architecture, and urban planning. The mural will be installed at the NBM as part of an exhibit entitled "*Designing the World of Tomorrow: America's World's Faires of the 1930's*". Including transportation, installation, exhibition and deinstallation periods, the term of the Loan Agreement is July 26, 2010 through July 31, 2011, with approximate exhibition dates of September 27, 2010 through July 11, 2011. The mural will be transported from the Authority to NBM and back again by Artex Fine Arts Shuttle. The proposed exhibit area is secure, climate controlled and meets the basic

standards of appropriate exhibition space for works of art such as the mural. Installation and deinstallation of the Mural will be handled by NBM staff, under the technical supervision of the FAMSF Director of Paintings Conservation. NBM will be responsible for all costs associated with the transportation, installation, deinstallation, exhibition and insuring of the Mural at all times during the Loan Period as well as for the care and conservation of the Mural as specified in the Loan Agreement. At the end of the exhibition, the Mural will be transported back to the Authority. The terms and conditions contained in the Loan Agreement before the Board are the standard terms and conditions contained in previous Loan Agreements for temporary loan of the mural set executed by the Authority.

#### **RECOMMENDATION**

Staff recommends approval of the Loan Agreement with the National Building Museum.

#### **EXHIBITS**

- A      Loan Agreement between the Authority and the National Building Museum.
  
- B.      “Designing the World of Tomorrow: America’s World’s Faires of the 1930’s”  
exhibition information from the National Building Museum

Prepared by Peter Summerville  
for Mirian Saez, Director of Island Operations

[Loan of one Miguel Covarrubias Mural to the National Building Museum]

**Authorizing the Director of Island Operations to Execute a Loan Agreement with the National Building Museum for the Temporary Loan of the Miguel Covarrubias Mural "Native Means of Transportation of the Pacific Area".**

**WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Treasure Island Development Authority ("the Authority") as a redevelopment agency under California redevelopment law with authority over former Naval Station Treasure Island (the "Base"), and (ii) with respect to those portions of the Base which are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority the authority to administer the Tidelands Trust as to such property; and,

**WHEREAS**, The Tidelands Trust prohibits the sale of Tidelands Trust property into private ownership, generally requires that Tidelands Trust property be accessible to the public and encourages public oriented uses of trust property that among other things, attract people to the waterfront, promote public recreation, protect habitat and preserve open space; and,

**WHEREAS**, The Board of Supervisors approved the designation of the Authority as a redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated February 6, 1998; and,

1           **WHEREAS**, On March 29, 2001, the Authority approved a resolution accepting as a  
2 gift from the Port of San Francisco five Miguel Covarrubias murals collectively titled  
3 "Pageant of the Pacific" (the "Murals"); and,

4           **WHEREAS**, The National Building Museum ("NBM") wishes to borrow the individual  
5 mural titled "Native Means of Transportation in the Pacific Area" for the purpose of publicly  
6 displaying the mural at the National Building Museum in Washington D.C. as part of an exhibit  
7 entitled "Designing the World of Tomorrow: America's World's Faires of the 1930's" from July  
8 2010 through July of 2011; and,

9  
10           **WHEREAS**, Under the terms of the Agreement, NBM shall cover all costs related to the  
11 transportation, insurance, handling and display of the Murals; now therefore be it,

12  
13           **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations or  
14 her designee to execute the Loan Agreement in substantially the form attached hereto as  
15 Exhibit A with the National Building Museum for temporary loan of the Miguel Covarrubias  
16 Mural "Native Means of Transportation in the Pacific Area"; and, be it

17           **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director  
18 of Island Operations or her designee to enter into any additions, amendments or other  
19 modifications to the Loan Agreement that the Director of Island Operations determines in  
20 consultation with the City Attorney are in the best interests of the Authority, that do not  
21 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
22 the rights of the Authority, and are necessary or advisable to complete the preparation and  
23 approval of the Agreement, such determination to be conclusively evidenced by the

1 execution and delivery by the Director of Island Operations or her designee of the  
2 documents and any amendments thereto.  
3  
4

5 **CERTIFICATE OF SECRETARY**

6 I hereby certify that I am the duly elected and acting Secretary of the  
7 Treasure Island Development Authority, a California nonprofit public benefit  
8 corporation, and that the above Resolution was duly adopted and approved by the  
9 Board of Directors of the Authority at a properly noticed meeting on July 14, 2010.  
10  
11

12 \_\_\_\_\_  
13 Helen Nigg, Secretary  
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**AGREEMENT**

**July 1, 2010**

**BETWEEN**

**Treasure Island Development Authority**  
One Avenue of Palms, Second Floor  
Treasure Island  
San Francisco, CA 94130  
Attention: Mirian Saez  
Director of Island Operations  
Phone: (415) 274-0660  
Fax: (415) 274-0299

**AND**

**National Building Museum**  
401 F Street, NW  
Washington, DC 20001  
Attn: Deborah Sorensen, Curator  
Phone: (202) 272-2448  
Fax: (202) 272-2564

**I. NAMING OF PARTIES AND RECITALS**

This document (hereafter, "Agreement") sets forth the terms of mutual agreement between the lender, the Treasure Island Development Authority (the "Authority" or "TIDA"), and the borrower, the National Building Museum (the "NBM") concerning the forthcoming exhibition of artworks with the working title:

**"Native Means of Transportation in the Pacific Area"**  
**By Miguel Covarrubias**  
**Part of the mural set "Pageant of the Pacific"**  
**(hereafter, the "Mural" or the "Covarrubias Mural")**

Whereas, the Authority owns the Covarrubias Mural and is responsible for the long-term care and preservation of the Mural; and

Whereas, the parties' primary focus in entering into this Agreement is to foster cultural exchange, celebrate the artistic contributions by Miguel Covarrubias to the 1939 – 1940 Golden Gate International Exposition, and to allow for public enjoyment of the Mural; and

Whereas, NBM seeks to borrow the Mural for the purpose of public presentation at the National Building Museum in Washington DC as part of an exhibit entitled "Designing the World of Tomorrow: America's World's Fairs of the 1930s"; and



Whereas, NBM is committed to ensuring the proper care, exhibit and protection of the Mural;  
and

Whereas, NBM shall cover all costs associated with the insuring, exhibition, and round-trip  
shipping and handling of the Mural.

The Parties hereby agree to the terms and conditions of this Agreement.

## **II. EXHIBITION**

### **II.A. CONTENTS OF THE MURAL**

The Mural is one of six (6) total murals comprising the Mural set painted by Miguel Covarrubias for the Pan Pacific Exhibition on Treasure Island in 1939. The Mural depicts transportation methods of various countries around the world, particularly those countries surrounding the Pacific Rim. Photographic images of the Mural, together with a description, shall be attached as Appendix A ("Description and Image of Mural") to this Agreement.

### **II.B. SCHEDULE**

The Mural will be transported and presented according to the following schedule (or other schedule as may be approved in writing by both Parties to this Agreement and by the San Francisco City Risk Manager) (the "Exhibition Schedule"):

July 26 – September 13, 2010  
Transportation of the Mural to and storage at:  
National Building Museum  
401 F Street, NW  
Washington, DC 20001

September 14 – 24, 2010  
Installation of the Mural at Venue:  
National Building Museum  
401 F Street, NW  
Washington, DC 20001

September 27, 2010 - July 11, 2011  
Exhibition at Venue:  
National Building Museum  
401 F Street, NW  
Washington, DC 20001

July 12, 2011 – July 31, 2011  
Deinstallation of Mural at Venue and Transportation of the Mural back to Authority in  
San Francisco, CA

The Mural shall travel to the exhibition venue for the approximate dates of July 2010 through July 2011, with any further extension subject to separate approval by the Authority Board of Directors. NBM shall not move the Mural to any other venue without the Authority's prior written consent and approval by the San Francisco City Risk Manager. NBM will be responsible for all costs associated with the installation, deinstallation, packing, couriers, shipping, transport and security throughout the term of this Agreement.

## **II.C. SPONSORSHIP**

If NBM finds sponsors for any portion of the Mural, for the purpose of offsetting expenses related to the Mural, NBM shall inform the Authority of such sponsor.

## **II.D. FINANCIAL AND CONTRACTUAL RESPONSIBILITIES**

1. NBM shall provide at no cost to the Authority:
  - a. Shipping and transport of the Mural from the Authority to the NBM and back to the Authority.
  - b. All costs of local installation and deinstallation, unpacking and packing of crates, graphics, security, programs, events and publicity.
  - c. Mounting and display of the Mural.
  - d. Payment for art insurance unless otherwise specified under Section III (Insurance), herein, and any other insurance requested by the San Francisco City Risk Manager.
  - e. Photography of the Mural on display and 25 free copies of any catalogue or materials related to the Exhibition.
  - f. Curatorial research for the exhibition, display, and publication of the Mural.
2. NBM shall immediately alert the Authority of any changes in the facility and/or galleries designated for the exhibition of the Mural during the period covered by this Agreement, and the Authority must approve any such changes. NBM shall ensure that the facility will conform with the Authority-approved facilities report throughout the exhibition of the Mural.

## **III. INSURANCE**

The NBM, in consultation with and subject to the final approval of the San Francisco City Risk Manager, shall secure an all-risk, wall-to-wall policy for the exhibition of the Mural. The NBM shall provide to the Authority a certificate of insurance covering the Mural. This coverage will apply from the time of condition checking at the Authority, through the exhibition of the Mural

at the exhibition venue listed on the Exhibition Schedule, until the Mural is returned safely and its condition checked at the Authority. Failure of the NBM to pay for such insurance or failure by NBM to provide the exhibition information required to secure the insurance required under this section shall constitute a basis for termination of this Agreement. [The insurance language in the San Jose agreement has more detail. do you want to use that language instead?]

#### **IV. CARE AND CONSERVATION**

##### **IV.A. STANDARD OF SECURITY**

The Mural shall be treated by NBM as they would treat all works of art of great quality and in accordance with standard professional museum practices. NBM will accept full responsibility for the security and safekeeping of the Mural and will provide security in accordance with standard professional museum practices. Security provisions will include guards posted in and around the Mural during public hours monitoring any and all exits and 24-hour electronic surveillance. Signage and barriers will be provided to help protect the Mural where necessary.

##### **IV.B. ENVIRONMENTAL REQUIREMENTS**

The Mural must be stored, handled and exhibited in conformity with standard museum practices, which include the following environmental requirements. Specific instructions for the Mural are listed below.

1.	Temperature:	68-70 degrees Fahrenheit (20-23 C.) +/- 10 degrees.
2.	Humidity:	50% R.H. +/- 5% R.H.
3.	Light:	Not to exceed 5-15 foot candles (50-150 LUX) depending on the media of the Mural (specified in Appendix A). No panels of the Mural are to be directly exposed to natural light or ultra-violet light of any kind. No lights shall be allowed inside of display cases without the permission of the Authority.
4.	Restrictions:	Under no circumstances shall NBM allow smoking or food and beverage in the same galleries as the Mural.
5.	Documentation:	If requested, NBM shall accurately document temperature, light and relative humidity in the exhibition galleries from the time the Mural arrives until the departure of the Mural. NBM shall accumulate and maintain such daily documentation and provide if requested by the Authority.
6.	Exhibition Cases:	The Mural must be inside vitrines or behind a protective bar/barrier such as a bar stanchion, approved by the Authority, to prevent visitors from touching or standing too close to the Mural, unless otherwise approved by the Authority. If the Mural is to be displayed inside a display case, the interior of the cases that are to house the Mural should be fabric-lined, not painted.
7.	Storage:	Any storage of the Mural must be reviewed in advance by the Authority and must be in a climate-controlled space with adequate security. Any storage costs required must be borne by

		NBM.
8.	Handling:	NBM is required to follow all instructions for handling each panel of the Mural that shall be provided by the Authority in the condition report book that will travel with the Mural in accordance with Section V of this Agreement.

## V. TRANSPORTATION AND SECURITY

### V.A. DESIGN AND FABRICATION OF PACKING CASES

The Authority shall be responsible for providing packing crates for the Mural. The Authority shall designate an agent to oversee all aspects of packing and crating the works for shipment. NBM shall be the agent for the exhibition of the Mural. The cost of crating and packing associated with the transportation and exhibition of the Mural shall be paid by NBM.

### V.B. PACKING AND UNPACKING

The representatives of the Authority, or its designee, shall supervise all packing and unpacking of the Mural. Upon arrival of the Mural at the exhibition venues, the crates must remain unopened for 24 hours in order to acclimatize the Mural to the space prior to unpacking. The packing and unpacking of the Mural shall be carried out by NBM's trained art handlers at no cost to the Authority and supervised by the representatives of the Authority (or the Authority's designee). At the conclusion of the exhibition of the Mural, the empty crates shall be placed by NBM in the galleries for 24 hours prior to repacking of the Mural in order to acclimatize the crates.

### V.C. CONSERVATION

If any damage should occur to any of the panels of the Mural between the time they leave San Francisco and are returned to the Authority, NBM shall immediately notify the San Francisco City Risk Manager, Matt Hansen, by FAX at 415-554-2357. In addition, NBM shall immediately notify the Director of Island Operations, Mirian Saez, by FAX 415-274-0299 or e-mail [Mirian.Saez@sfgov.org](mailto:Mirian.Saez@sfgov.org). No conservation treatment on the Mural shall be undertaken without written approval from the Authority. The Authority reserves the right to inspect the Mural from time to time during the exhibition and to remove the Mural from the exhibition if in the Authority's judgment such removal is necessary for its protection.

The Mural shall be unpacked in climate controlled exhibition space that shall be removed and sealed from any galleries that are not fully prepared and painted in advance.

### V.D. CONDITION REPORT

A Condition Report shall be attached to this Agreement as Appendix B ("Condition Report"). Upon unpacking, the Authority representatives shall note any change in the condition of the

Mural on the Condition Report and date and sign the same. At the time of re-packing, the same procedures shall apply.

#### **V.E. SHIPPING AND TRANSPORT**

If any shipments are arranged by truck, the trucks must be air-ride, climate-controlled vehicles.. NBM must consult with the Authority representative before any arrangements are made for the transportation of the Mural. The cost of all shipping and transport shall be paid by NBM.

#### **V.F. COURIERS**

NBM shall be responsible for the costs of airfare, ground transport to and from the Authority, hotel, and per diem for an Authority courier during both installation and deinstallation at the exhibition venue. For the installation a courier shall be required to supervise unpacking and installation until the Mural is installed. At the close of the exhibition, a courier will be required (until the Mural are deinstalled) to oversee deinstallation and packing.

#### **V.G. INSTALLATION AND DEINSTALLATION**

The Authority has already provided some existing photos to NBM on CD Rom. A list of images is attached to this Agreement as Appendix C ("Images of Mural"). NBM shall provide the Authority with a detailed work plan and a working schedule for installation and deinstallation of the Mural prior to the shipment of the Mural to NBM. NBM shall follow the Authority's requirements regarding packing, installation and deinstallation of the Mural.

### **VI. PHOTOGRAPH AND PUBLICITY; SPECIAL EVENTS**

#### **VI.A. PHOTOGRAPH AND REPRODUCTIONS**

NBM may reproduce images of the Mural for publicity and educational purposes only to promote, publicize, and provide information about the Mural. The Authority shall retain all copyright and ownership rights relating to such images. All original photography shall be provided to the Authority at the close of the exhibition. No commercial products reproducing any of the works will be made without the Authority's prior approval in writing. No photography will be permitted, except by the press or by special application and with supervision of the appropriate staff of the Authority.

NBM shall insure the safety of the Murals during all press previews involving photography and television coverage. Images to be reproduced for publicity shall be approved in advance by the Authority and when possible shall have an adjacent credit line correctly listing the caption and identifying the Authority as the owner and lender of the Mural.

NBM shall supply the Authority all attendance figures, installation photographs, samples of printed material and press clippings from the exhibit.

#### **VI.B. SPECIAL EVENTS**

NBM agrees to provide invitations to members of the Authority Board of Directors and relevant staff and colleagues to the opening celebrations for the Exhibition of the Mural. The Authority shall provide NBM with a list of persons at least two months prior to any event.

#### **VII. DEFAULT**

Failure or refusal of NBM to perform or do any act herein required, or to ensure that NBM complies with all conditions of this Agreement, shall constitute a default. In addition to any other remedy available to the Authority, the Authority may terminate this Agreement upon ten (10) days written notice to NBM. Such termination does not waive any other legal remedies available to the Authority. Upon any termination of this Agreement, NBM shall cooperate with the Authority in returning the Mural to the Authority in accordance with the provisions of Articles IV and V of this Agreement.

#### **VIII. LIABILITY FOR LOSSES NOT COVERED BY INSURANCE/INDEMNIFICATION**

NBM agrees to indemnify, defend and hold the Authority and the City and County of San Francisco, including their respective officers, agents, and/or employees, harmless from any and all claims, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees and costs of litigation (collectively "Claims") in connection with any accident, loss, injury, or damage to persons or property arising out of the acts, errors, or omissions of NBM, its officers, agents and/or employees, related to the performance of activities conducted pursuant to this Agreement, but only to the extent such Claims are attributable to the acts or omissions of NBM or its officers, agents, and/or employees. This clause refers only to claims not covered through the NBM's art insurance policy as set forth in Section III (Insurance), above. The terms of this Section VIII shall survive the expiration or earlier termination of this Agreement.

#### **IX. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform due to Force Majeure. "Force Majeure" with respect to a delay in or prevention of performance shall mean (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any flood, washout, explosion or any other cause beyond the reasonable control of the party from whom performance



is required. Should any of these events occur, NBM shall notify the Authority as soon as possible.

#### **X. CANCELLATION**

In the event of the premature termination of this Agreement by NBM, NBM will be billed and held responsible for paying all expenses incurred to the date of termination. Any costs incurred as a result of cancellation will also be charged to NBM. The terms of this Section X shall survive any such termination of this Agreement.

#### **XI. GOVERNING LAW; ATTORNEYS FEES**

This Agreement shall be construed under and in accordance with the laws of the United States and the State of California. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of the Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

#### **XII. NOTICES**

Any notices given under this Agreement shall be addressed to the Authority or NBM, as applicable, at their address set forth in Section 1 above. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

#### **XIII. SCOPE OF AGREEMENT**

This Agreement and all exhibits and appendices referred to herein, shall constitute the entire understanding of the parties with respect to the Mural, and there are no terms or conditions mutually agreed upon which are not set forth herein. This Agreement and the rights hereby granted shall be personal and the parties may not assign their rights or obligations hereunder without the prior written consent of both parties. Mutually acceptable modifications in this Agreement and its Appendices may be made at any time in writing signed by both parties.

#### **XIV. SIGNATURES**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, agreed to and accepted: 1st day of \_\_\_\_\_, 2010

**TREASURE ISLAND DEVELOPMENT  
AUTHORITY**

**NATIONAL BUILDING MUSEUM  
Washington, DC**

By: \_\_\_\_\_  
Mirian Saez, Director of Island Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

DENNIS J. HERRERA,  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney  
Date: \_\_\_\_\_

### Appendix A: Description and Image of Mural

**Artist:** Miguel Covarrubias  
**Painting:** "Native Means of Transportation in the Pacific Area"  
**Date:** 1939-1940  
**Media:** Duco lacquer on artist prepared Masonite support (est.)  
**Dimensions:** The Mural is comprised of 4 panels, each panel individually ca. 8' x 13' (Mural overall ca. 98" x 156")

**Appendix B: Conservation Report**  
Condition report books are kept with the Mural

### Appendix C: List of Images of Mural



# NATIONAL BUILDING MUSEUM

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## Designing Tomorrow: America's World's Fairs of the 1930s

Coming October 2010



U.S. Government Building, Century of Progress Exposition, Chicago 1933-34  
Photograph by Kauffman & Fabry, Co.;  
Collection of Jim Sweeney.

Between 1933 and 1940 tens of millions of Americans visited world's fairs in cities across the nation. *Designing Tomorrow* will explore the modernist spectacles of architecture and design they witnessed — visions of a brighter future during the worst economic crisis the United States had known. The fairs popularized modern design for the American public and promoted the idea of science and consumerism as salvation from the Great Depression.

Participating architects, eager for new projects at a time when few new buildings were being financed, populated the fairgrounds with an eclectic modern architecture. Pavilions housed innovative and dynamic exhibitions that paid tribute to factory production, technology, and speed. Exhibits forecasted the houses and cities of tomorrow and presented streamlined trains, modern furnishings, television, and talking robots.

A first-of-its-kind exhibition,  
*Designing Tomorrow* will feature

nearly 200 never-before-assembled artifacts including building models, architectural remnants, drawings, paintings, prints, furniture, an original RCA TRK-12 television, Elektro the Moto-Man robot, and period film footage. The artifacts are drawn from the featured expositions: Chicago, IL—Century of Progress (1933–34); San Diego, CA—California-Pacific International Exposition (1935–1936); Dallas, TX—Texas Centennial Exposition (1936); Cleveland, OH—Great Lakes International Exposition (1936–1937); San Francisco, CA—Golden Gate International Exposition (1939–1940); and New York, NY—New York World's Fair (1939–1940).



General Motors Building, New York World's Fair, 1940  
Courtesy Albert Kahn Family of Companies.

### Sponsorship Opportunities

For more information about *Designing Tomorrow* sponsorship opportunities, [click here](#) to view the exhibition prospectus or contact Shar Taylor, Vice President for Development at 202.272.2448, ext. 3907 or [staylor@nbm.org](mailto:staylor@nbm.org).

### Volunteer Opportunities

Become a docent for the exhibition! Please [click here](#) to learn about volunteer opportunities.

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NATIONAL BUILDING MUSEUM | 401 F Street NW Washington, DC 20001 | 202.272.2448 | Red Line Metro, Judiciary Square  
Free admission | Hours: Mon - Sat 10 am - 5 pm, Sun 11 am - 5 pm





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## **AGENDA ITEM 6(d)**

### **Treasure Island Development Authority City and County of San Francisco Meeting of July 14, 2010**

**Subject:** Resolution authorizing the Director of Island Operations to execute (i) a Memorandum of Understanding Between the Treasure Island Development Authority and Catholic Charities CYO, a California nonprofit corporation, retroactively for the purpose of obtaining full-day child care services in Building 502 for the period from July 1, 2010 to June 30, 2011; (ii) the First Amendment to the Grant Agreement with Catholic Charities CYO retroactively to extend the term to June 30, 2011 and increase the maximum grant amount to \$52,000; and (iii) the First Amendment to Sublease No. 220 with Catholic Charities CYO for Building 502, Treasure Island, extending the term retroactively to November 30, 2011.

**Contact** Richard A. Rovetti, Deputy Director of Real Estate  
Frishtah Afifi, Project Administrator

**Phone** 415-274-3365

### **BACKGROUND**

On January 13, 2010 the Treasure Island Development Authority ("Authority") Board of Directors authorized the Director of Island Operations to execute: (1) a Memorandum of Understanding (MOU) with the Catholic Charities CYO, a California nonprofit corporation ("CCCYO") for the purpose of providing child care services at Building 502 on Treasure Island; (2) a Grant Agreement to provide CCCYO a grant in the maximum amount of \$26,000 to subsidize its operation of the child care facility; and (3) Sublease No. 220 with CCCYO for space in Building 502 for the child care facility (the "Premises"). All agreements expired on July 1, 2010. CCCYO has operated the child care facility since January 2010, and Project Staff is recommending that its child care operations be continued, with the assistance of additional operating subsidies for the current fiscal year to allow CCCYO to stabilize its operations. The January 13, 2010 Staff Report for Resolution No. 10-02-01/13 describes those three agreements in greater detail.

### **NEW AND AMENDED AGREEMENTS**

Project Staff and CCCYO have negotiated a new MOU commencing on July 1, 2010 and ending on June 30, 2011 that sets forth guidelines and funding requirements in order for CCCYO to continue to provide full-day, child care services for children 6 months to 5 years old in a licensed child care center meeting all the required California Department of Social Services-Community Care Licensing requirements in the Premises.

Project Staff and CCCYO also have negotiated a First Amendment to the Grant Agreement under which the term of the Grant Agreement would be extended to June 30, 2011, and the Authority would increase the maximum grant funds to \$52,000 to subsidize the child care operations for the extended term. If the Authority and CCCYO extend the Sublease and MOU beyond June 30, 2011, CCCYO will be responsible for all operational and administrative expenses for operating the childcare facility on Treasure Island.

Lastly, Project Staff and CCCYO have negotiated a First Amendment to Sublease No. 220 extending its term to November 30, 2010, the date of all expiring subleases consistent with the Navy's Master Leases expiration date.

### **FINANCIAL IMPACT**

The Authority Budget for FY 2010-11 allocated \$52,000 in funding for the operations of the child care facility.

### **RECOMMENDATION**

The Project Staff recommends that the Authority Board of Directors approve (i) the Memorandum of Understanding Between the Treasure Island Development Authority and Catholic Charities CYO; (ii) the First Amendment to the Grant Agreement to provide operating subsidy to the Catholic Charities CYO; and (iii) the First Amendment to the Sublease with Catholic Charities CYO for Building 502, Treasure Island, and authorize the Director of Island Operations or her designee to execute said agreements in substantially the form attached hereto.

### **EXHIBITS**

- Exhibit A: Memorandum of Understanding Between the Treasure Island Development Authority and Catholic Charities CYO
- Exhibit B: First Amendment to Grant Agreement Between the Treasure Island Development Authority and Catholic Charities CYO
- Exhibit C: First Amendment to Sublease No. 220 Between the Treasure Island Development Authority and the Catholic Charities CYO

Prepared by: Frishtah Afifi, Project Administrator  
For: Mirian Saez, Director of Island Operations

1 [Agreements with Catholic Charities CYO for Operation of Childcare Facility]  
2 **Resolution authorizing the Director of Island Operations to execute (i) a Memorandum**  
3 **of Understanding Between the Treasure Island Development Authority and Catholic**  
4 **Charities CYO, a California nonprofit corporation, retroactively for the purpose of**  
5 **obtaining full-day child care services in Building 502 for the period from July 1, 2010 to**  
6 **June 30, 2011; (ii) the First Amendment to the Grant Agreement with Catholic Charities**  
7 **CYO retroactively to extend the term to June 30, 2011 and increase the maximum grant**  
8 **amount to \$52,000; and (iii) the First Amendment to Sublease No. 220 with Catholic**  
9 **Charities CYO for Building 502, Treasure Island, extending the term retroactively to**  
10 **November 30, 2011.**

11 WHEREAS, Former Naval Station Treasure Island is a military base located on  
12 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
13 the United States of America, acting by and through the Department of the Navy (the "Navy");  
14 and,

15 WHEREAS, The Base was selected for closure and disposition by the Base  
16 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
17 subsequent amendments; and,

18 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
19 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
20 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
21 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
22 conversion of the Base for the public interest, convenience, welfare and common benefit of  
23 the inhabitants of the City and County of San Francisco (the "City"); and,  
24  
25

1 WHEREAS, At the January 13, 2010 Authority Board Meeting, the Authority Board  
2 approved (i) a Memorandum of Understanding with **Catholic Charities CYO** to provide child  
3 care services to the existing families for the period beginning on January 15, 2010 and ending  
4 on June 30, 2010; (ii) a Grant Agreement with a term beginning on January 15, 2010 and  
5 ending on June 30, 2010, under which the Authority provided funds to offset operating  
6 expenses in an amount not to exceed \$26,000; and (iii) Sublease No. 220 commencing on  
7 January 15, 2010 and terminating on June 30, 2010 for Building 502; and,

8  
9 and,

10 WHEREAS, The Authority and CCCYO have negotiated a new Memorandum of  
11 Understanding ("MOU") for a term commencing on July 1, 2010 and ending on June 30, 2011  
12 that sets forth guidelines and funding requirements in order for CCCYO to provide full day,  
13 child care services to children 6 months to 5 years old in a licensed child care center located  
14 at Building 502; and,

15 WHEREAS, Project Staff and CCCYO also have negotiated a First Amendment Grant  
16 Agreement (extending the term of the Grant Agreement (as amended, the "Grant Agreement")  
17 to June 30, 1011, under which the Authority would provide CCCYO a grant in an amount not  
18 to exceed \$52,000 representing the operating subsidy that is payable to CCCYO as follows:  
19 December 1, 2010--- \$26,000.00 and June 1, 2011--- \$26,000.00, as more particularly  
20 described in the MOU and the Grant Agreement; and,

21 WHEREAS, The Authority and CCCYO have negotiated a First Amendment Sublease  
22 No. 220 for Building 502 (as amended, the "Sublease") extending the term to November 30,  
23 2011; and,

1 WHEREAS, Although the Authority will receive no monthly base rent for this Sublease,  
2 Authority staff believes CCCYO's public and community benefits represent fair market value  
3 for this Sublease at this time; now, therefore, be it

4 RESOLVED, That the Board of Directors hereby approves and authorizes the Director  
5 of Island Operations or her designee to execute the Memorandum of Understanding between  
6 the Treasure Island Development Authority and CCCYO to be effective retroactively in  
7 substantially the form attached hereto as Exhibit A; and, be it

8 FURTHER RESOLVED, That the Board of Directors hereby approves and authorizes  
9 the Director of Island Operations or her designee to execute the Grant Agreement to provide  
10 operating subsidy of up to \$52,000.00 to CCCYO to be effective retroactively in substantially  
11 the form attached hereto as Exhibit B; and, be it

12 FURTHER RESOLVED, That the Board of Directors hereby approves and authorizes  
13 the Director of Island Operations or her designee to execute the First Amendment Sublease  
14 No. 220 with CCCYO for Building 502 to be effective retroactively in substantially the form  
15 attached hereto as Exhibit C; and, be it

16 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
17 these Agreements will serve the goals of the Authority, the 1996 Homeless Services Plan for  
18 Treasure Island, and the public interests of the City, and (ii) the terms and conditions of these  
19 Agreements are economically reasonable; and, be it

20 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
21 Island Operations or her designee to enter into any additions, amendments or other  
22 modifications to these Agreements that the Director of Island Operations determines in  
23 consultation with the City Attorney are in the best interests of the Authority, that do not  
24 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
25 the rights of the Authority, and are necessary or advisable to complete the preparation and



1 approval of these Agreements, such determination to be conclusively evidenced by the  
2 execution and delivery by the Director of Island Operations of the documents and any  
3 amendments thereto.  
4  
5  
6  
7

8 **CERTIFICATE OF SECRETARY**

9 I hereby certify that I am the duly elected Secretary of the Treasure Island  
10 Development Authority, a California nonprofit public benefit corporation, and that the  
11 above Resolution was duly adopted and approved by the Board of Directors of the  
12 Authority at a properly noticed meeting on July 14, 2010.  
13

14 \_\_\_\_\_  
Helen Nigg, Secretary  
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## **MEMORANDUM OF UNDERSTANDING**

### **I. PURPOSE:**

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2010 between the Treasure Island Development Authority ("TIDA"), and CATHOLIC CHARITIES CYO, a California nonprofit corporation ("CCCYO"), and is for the purposes of:

1. Providing full-day child care services to children 6 months to 5 years old in a licensed child care center located at Building 502, Treasure Island, San Francisco, CA.
2. Delivering high quality child care services that foster healthy development, maintain open and clear communication with the child's parent or primary caregiver, and provide children with a safe environment.
3. Meeting California Department of Social Services-Community Care Licensing requirements.

### **II. PROVIDER RESPONSIBILITIES:**

**CCCYO shall provide the following:**

1. Full-day infant and toddler child care services for children ages 6 months to 2 years old and provide child care services to preschoolers, 3 to 5 years old. These services will be provided in accordance with the California Department of Education-Child Development Division's Title 5 program and fiscal guidelines. CCCYO shall offer such child care services to the residents and employees of Treasure Island and Yerba Buena Island as well as to residents of the greater City and County of San Francisco, with preference given to Treasure Island and Yerba Buena Island residents and employees.
2. A continuum of care that will include age appropriate interaction that will allow stable, uninterrupted child care and support to children in care in accordance with the terms and conditions as specified as a state licensed and subsidized child care center facility.
3. Work with the community and key stakeholders as collaborative partners in meeting the needs of the children and families that receive child care and development services.

### **III. TERM:**

The term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2011.

### **IV. HOURS OF SERVICE:**

CCCYO agrees to provide the required services to infants, toddlers and preschool-age children for ten (10) hours per day, five (5) days per week during the term of this MOU. The hours of operation shall be between 8:00 a.m. and 6:00 p.m., Monday-Friday, except during the specified holidays. [TI/YBI get a preference, but clients may be from SF. Where are holidays specified?]

### **V. PAYMENT PROVISIONS:**

#### **Full-Day Child care Services:**

Concurrently herewith, TIDA is providing a grant in the maximum amount of \$52,000 to CCCYO for the operation of the child care facility in accordance with this MOU, for the period of July 1, 2010 through June 30, 2011. This grant shall be paid in two installments in accordance with the First Amendment to the Grant Agreement dated July 1, 2010, between TIDA and CCCYO, with the payments anticipated to be made on the following dates:

December 1, 2010--- \$26,000

June 1, 2011--- \$26,000

CCCYO shall provide TIDA will all reports required under the Grant Agreement.

### **VI. COMMUNITY CARE LICENSING:**

CCCYO must maintain all required licenses and permits to operate and maintain a quality licensed child care facility. Copies of these licenses, permits, certificates or exemptions to operate a child care and development program must be posted on the premises at all times. Failure to comply with this requirement will result in immediate termination of this MOU. [Do these documents need to be posted, or just available upon request?]

### **VII. GRANT AGREEMENT AND SUBLEASE**

Concurrently with this MOU, TIDA and CCCYO are entering into (i) the First Amendment to Grant Agreement relating to the grant described in Section V (together with the original Grant Agreement, the "Grant Agreement"), and (ii) the First Amendment to Sublease No. 220 for the use of Building 502 (together with the original Sublease, the "Sublease"), the terms of which are incorporated herein by reference. In the event of a material default of CCCYO under the Grant

Agreement and/or the Sublease that is not cured within any applicable cure periods, then TIDA will have the right to terminate this MOU, the Grant Agreement and the Sublease.

#### **VIII. AMENDMENTS:**

This MOU may be amended upon mutual written consent of all parties.

#### **IX. APPROVALS:**

The effectiveness of this MOU is subject to the TIDA Board of Directors' approval of this MOU, the Grant Agreement and the Sublease in its sole and absolute discretion.

**[Remainder of page intentionally left blank]**

The signatures below confirm agreement to the terms of this MOU by all parties concerned.

**TREASURE ISLAND DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Mirian Saez  
Its: Director of Island Operations

**CATHOLIC CHARITIES CYO, a  
California nonprofit corporation**

By: \_\_\_\_\_  
Tere Brown  
Its: Director of Program Services

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

MOU Prepared By: Frishtah Afifi, Project Administrator

\_\_\_\_\_  
(initial)

## FIRST AMENDMENT TO GRANT AGREEMENT

**THIS FIRST AMENDMENT TO GRANT AGREEMENT** (this "First Amendment"), dated for reference purposes only as of July 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Authority"), and CATHOLIC CHARITIES CYO, a California nonprofit corporation ("Grantee").

### RECITALS

A. Authority and Grantee entered into that certain Grant Agreement dated for reference purposes as of January 15, 2010 (the "Original Grant Agreement"), to subsidize the continued operations of the Child Care Facility on Treasure Island, through June 30, 2010.

B. Authority and Grantee desire to amend the Original Grant Agreement to extend the Term and increase the Grant Funds on the terms and conditions set forth in this First Amendment.

C. The Original Grant Agreement and this First Amendment shall collectively be referred to as the "Grant Agreement." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Original Grant Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Authority and Grantee hereby amend the Original Grant Agreement as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this First Amendment shall be July 1, 2010 (the "Effective Date").
3. **Term.** As of the Effective Date, the Duration of Term described in Section 3.2 of the Grant Agreement shall be amended to read as follows:

"The term of this Agreement shall commence on the later of (a) July 1, 2010 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2011.**"

4. **Maximum Amount of Grant Funds.** As of the Effective Date, the Maximum Amount of Grant Funds described in Section 5.1 of the Grant Agreement shall be amended to read as follows:

"In no event shall the amount of Grant Funds disbursed hereunder exceed **FIFTY TWO THOUSAND DOLLARS** (\$52,000)."

5. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Grant Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Authority and Grantee have executed this First Amendment to Grant Agreement at San Francisco, California, as of the date first above written.

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Mirian Saez  
Director of Island Operations

**GRANTEE:**

CATHOLIC CHARITIES CYO, a California nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

Amendment Prepared By: Frishtah Afifi, Project Administrator

\_\_\_\_\_  
(initial)





## FIRST AMENDMENT TO SUBLEASE NO. 220

**THIS FIRST AMENDMENT TO SUBLEASE NO. 220** (this "First Amendment"), dated for reference purposes only as of July 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and CATHOLIC CHARITIES CYO, a California non-profit corporation ("Subtenant").

### RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of January 15, 2010 (the "Original Sublease"), for Parcel A: approximately 10,123 square feet of classroom space located at Building 502; and Parcel B: approximately 33,977 square feet of land located adjacent to Building 502. The Original Sublease as amended by this First Amendment is collectively referred to as the "Sublease." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

B. Sublandlord and Subtenant desire to amend the Sublease to extend the Term on the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this First Amendment shall be July 1, 2010 (the "Effective Date").
3. **Term.** As of the Effective Date, the Term described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Commencement date: July 1, 2010  
Expiration date: November 30, 2010

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party."

4. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.
5. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.



[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this First Amendment to Sublease at San Francisco, California, as of the date first above written.

**SUBLANDLORD:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Mirian Saez  
Director of Island Operations

**SUBTENANT:**

CATHOLIC CHARITIES CYO, a California nonprofit corporation

By: \_\_\_\_\_  
TERE L. BROWN  
Its: Director of Programs

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

Amendment Prepared By: Frishtah Afifi, Project Administrator

\_\_\_\_\_  
(initial)









**AGENDA ITEM 6(e)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of July 14, 2010**

**Subject:** Resolution Authorizing an Amendment to the Agreement with the San Francisco County Transportation Authority for Engineering and Planning Assistance on the Treasure Island Transportation Plan to Retroactively Extend the Term of the Agreement through June 30, 2011 and increasing the contract amount by \$25,000 to a total not to exceed amount of \$124,670. (Action Item)

**Contact** Michael Tymoff, Office of Economic and Workforce Development

**BACKGROUND**

The Development Plan and Term Sheet endorsed by the Authority Board and the San Francisco Board of Supervisors in Fall 2006 included a comprehensive transportation plan. Due to the transportation relevance of the Treasure Island redevelopment project, staff collaborated with the San Francisco County Transportation Authority (SFCTA) on the development of the transportation plan, and continues to collaborate with the SFCTA on many aspects of the project such as the Yerba Buena Island ramps.

SFCTA and the Authority are parties to Agreement #05/06-08 dated October 15, 2005, as amended by Amended Agreement #05/06-08A dated March 1, 2006, as amended by Amended Agreement #05/06-08B dated October 1, 2007 and Amended Agreement #05/06-08C dated July 1, 2009 (collectively, the "Agreement"), for engineering and planning support services in connection with the Treasure Island transportation plan. Under the Agreement, staff utilized one of the SFCTA's transportation planning consultants to represent the City and the Authority in its planning and negotiations with Treasure Island Community Development, LLC (TICD). This firm, Nelson/Nygaard, is a well-known local transportation planning firm with expertise in sustainable and transit-oriented transportation systems and planning. Nelson/Nygaard was competitively selected by the SFCTA and staff selected Nelson/Nygaard by soliciting proposals from firms on the SFCTA's qualified consultant list.

The Agreement's existing term expired on June 30, 2010. However, as work on the transportation plan moves to the next phase of implementation, staff will continue to require the on-going services from Nelson/Nygaard via its partnership with the SFCTA. These services are consistent with the scope of work approved on July 1, 2009 per Amended Agreement #05/06-08C, and include the following:

- *Preparation of Transportation Plan for DDA.* In addition to further work delineating the transportation plan strategies, Nelson/Nygaard will assist the Authority by establishing partnerships with likely transit providers, such as MUNI, AC Transit and the Water

Emergency Transit Authority, outlining the governmental structure of the Treasure Island transportation demand management district and identification of potential funding sources.

- *Assistance with Environmental Impact Report.* Nelson/Nygaard will provide a peer review of traffic analysis prepared for the environmental review and participate in meetings with the Planning Department's Major Environmental Analysis division and potentially other stakeholders (i.e., Caltrans).
- *Participation in Public Meetings.* This will include representing the Authority and staff at public meetings and hearings, including the Authority Board, the Citizen's Advisory Board and Board of Supervisor's hearings, among others.

The proposed amendment would increase the contract amount by \$25,000 to a total not to exceed amount of \$124,670 and retroactively extend the term of the Agreement through June 30, 2011, a timeframe consistent with the Exclusive Negotiating Agreement (ENA) with TICD.

The funds for this Agreement were budgeted in the Authority's FY 2010-11 budget and 100 percent of the costs will be reimbursed by TICD under the terms of the ENA between the Authority and TICD.

## **RECOMMENDATION**

Staff recommends approving the amendment to the Agreement with the SFCTA to retroactively extend the term of the Agreement allowing Nelson Nygaard to continue to assist staff with transportation planning as part of the redevelopment project.

## **EXHIBITS**

A Amended Agreement #05/06-08D between TIDA and SFCTA

1 [Authorization to Execute Amendment to Agreement with the San Francisco County  
2 Transportation Authority]

3 **Authorizing a Fourth Amendment to the Agreement with the San Francisco County**  
4 **Transportation Authority for Engineering and Planning Assistance on the Treasure**  
5 **Island Transportation Plan to Retroactively Extend the Term of the Agreement through**  
6 **June 30, 2011 and to Increase the Contract Amount by \$25,000.00 to a Total Not to**  
7 **Exceed Amount of \$124,670.00.**

8 WHEREAS, Former Naval Station Treasure Island is a military base located on  
9 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
10 the United States of America ("the Federal Government"); and,

11 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
13 subsequent amendments; and,

14 WHEREAS, In 1995, the General Services Administration and the Bureau of Land  
15 Management determined that Yerba Buena Island was surplus to the Federal Government's  
16 needs and could be transferred to the administrative jurisdiction of the Department of Defense  
17 under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure  
18 Island; and,

19 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
20 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
21 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
22 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
23 conversion of the Base for the public interest, convenience, welfare and common benefit of  
24 the inhabitants of the City and County of San Francisco; and,  
25

1 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
2 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter  
3 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
4 as a redevelopment agency under California redevelopment law with authority over the Base  
5 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the  
6 Base which are subject to the public trust for commerce, navigation and fisheries (the  
7 "Tidelands Trust"), vested in the Authority the authority to administer the Tidelands Trust as to  
8 such property; and,

9 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
10 redevelopment agency for Treasure Island in 1997; and,

11 WHEREAS, Article V, Section 2(k) of the Authority's Bylaws authorizes the Authority to  
12 contract with governmental agencies, including without limitation, any department,  
13 commission or agency of the City, for the performance of services in furtherance of and  
14 related to the purposes of the Authority; and,

15 WHEREAS, The Authority and the San Francisco County Transportation Authority  
16 ("SFCTA") entered into Agreement #05/06-08 dated October 15, 2005, as amended by  
17 Amended Agreement #05/06-08A dated March 1, 2006, and amended again by Amended  
18 Agreement #05/06-08B, dated October 7, 2007, and amended again by Amended Agreement  
19 #05/06-08C, dated July 1, 2009, with a not to exceed amount of \$99,670 and extending the  
20 term through June 30, 2010, under which SFCTA provides engineering and planning  
21 assistance to the Authority in connection with the Treasure Island transportation plan; and,

22 WHEREAS, Under the Agreement, staff utilized one of the SFCTA's transportation  
23 planning consultants, Nelson/Nygaard, to assist the Authority in its planning and negotiations  
24 with Treasure Island Community Development, LLC ("TICD"), the prospective master  
25

1 developer for the Base, and in connection with the preparation of a Treasure Island  
2 transportation plan; and,

3 WHEREAS, Nelson/Nygaard is a well-known local transportation planning firm with  
4 expertise in sustainable and transit-oriented transportation systems and planning who (i) was  
5 competitively selected by the SFCTA, and (ii) was selected by project staff through soliciting  
6 proposals from firms on the SFCTA's qualified consultant list; and,

7 WHEREAS, The term of the Agreement expired on June 30, 2010; and,

8 WHEREAS, In 2006, the Board of Supervisors and the Authority Board endorsed the  
9 Development Plan and Term Sheet for Redevelopment of Treasure Island, which included a  
10 transportation plan; and,

11 WHEREAS, Staff will continue to require the on-going services additional services from  
12 the SFCTA and Nelson/Nygaard under the Agreement as work on the transportation plan  
13 moves to the next phase of implementation and the Authority and TICD negotiate a  
14 Disposition and Development Agreement and an Environmental Impact Report is prepared;  
15 and,

16 WHEREAS, Staff proposes to amend the Agreement to (i) increase the contract  
17 amount by \$25,000.00 to a not to exceed amount of \$124,670.00, and (ii) retroactively extend  
18 the term through June 30, 2011, which is consistent with the Exclusive Negotiating Agreement  
19 with TICD, now, therefore, be it

20 RESOLVED, That the Board of Directors hereby approves and authorizes the Treasure  
21 Island Redevelopment Project Director to execute a Fourth Amendment to the Agreement (the  
22 "Third Amendment") with the San Francisco County Transportation Authority for Engineering  
23 and Planning Assistance on the Treasure Island Transportation Plan in substantially the form  
24 attached hereto as Exhibit A; and, be it

1 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure  
2 Island Redevelopment Project Director to enter into any additions, amendments or other  
3 modifications to the Third Amendment that the Treasure Island Redevelopment Project  
4 Director determines in consultation with the City Attorney are in the best interests of the  
5 Authority, that do not materially increase the obligations or liabilities of the Authority, that do  
6 not materially reduce the rights of the Authority, and are necessary or advisable to complete  
7 the preparation and approval of the Third Amendment, such determination to be conclusively  
8 evidenced by the execution and delivery by the Treasure Island Redevelopment Project  
9 Director of the documents and any amendments thereto.

10  
11 **CERTIFICATE OF SECRETARY**

12  
13 I hereby certify that I am the duly elected and acting Secretary of the Treasure Island  
14 Development Authority, a California nonprofit public benefit corporation, and that the above  
15 Resolution was duly adopted and approved by the Board of Directors of the Authority at a  
16 properly noticed special meeting on July 14, 2010.

17  
18 \_\_\_\_\_  
Helen Nigg, Secretary  
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# Agreement Amendment

## Agreement Amendment #05/06-08D For Engineering and Planning Assistance on the Treasure Island Transportation Plan

THIS AMENDED AGREEMENT #05/06-08D ("Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2010 by and between the San Francisco County Transportation Authority (the "Authority"), and the Treasure Island Development Authority ("TIDA") in reference to a Transportation Plan prepared for Treasure Island and Yerba Buena Island (collectively, "Treasure Island") described in more detail in Exhibit A.

### RECITALS

1. The Authority and TIDA have an existing Agreement #05/06-08 for the Authority to procure engineering and planning support services as necessary to complete the evaluation of the Treasure Island Transportation Plan; and
2. The Authority and TIDA modified Agreement #05/06-08 to reflect additional tasks and applicable costs, through Amended Agreement #05/06-08A, effective the 31<sup>st</sup> day of March 2006, in the amount of \$50,000, and through Amended Agreement #05/06-08B, effective the 7<sup>th</sup> day of October 2007, increasing the contract by \$50,000, and again through Amended Agreement #05/06-08C, effective the 1<sup>st</sup> day of July 2009 to a total not to exceed amount of \$99,670 and extending the term through June 30, 2010.
3. The existing Agreement expired on June 30, 2010.
4. In December 2006, TIDA and the Board of Supervisors endorsed the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island, which included a Draft Transportation Plan.
5. TIDA continues to work on the Transportation Plan and an Environmental Impact Report as an integral component of the approval of a Disposition and Development Agreement by TIDA and the Board of Supervisors; and
6. TIDA desires to amend the terms of the existing Agreement increasing the contract amount by \$25,000 and to retroactively extend the expiration date through June 30, 2011, a timeframe consistent with TIDA's Exclusive Negotiating Agreement (ENA) with Treasure Island Community Development.



## AGREEMENT

The Authority and TIDA agree that all other terms of the original Agreement #05/06-08 and Amended Agreement #05/06-08C shall remain in effect, except amended as follows:

1. This Agreement will expire on June 30, 2011, unless it is amended in writing, by mutual agreement of both parties, and increasing the contract amount by \$25,000 to a total not to exceed amount of \$124,670.00.
2. The designated contact persons for all communications related to this Agreement shall be:

On behalf of TIDA:

Jack Sylvan, Treasure Island Redevelopment Project Director  
City Hall, Room 448, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94502  
(415) 554-5313  
[Jack.Sylvan@sfgov.org](mailto:Jack.Sylvan@sfgov.org)

On behalf of the Office of Economic and Workforce Development, the Project Lead:

Michael Tymoff, Assistant Project Manager  
City Hall, Room 448, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94502  
(415) 554-7038  
[Michael.Tymoff@sfgov.org](mailto:Michael.Tymoff@sfgov.org)

On behalf of the Authority:

Lily Chau, Senior Management Analyst  
San Francisco County Transportation Authority  
100 Van Ness Avenue, Floor 26  
San Francisco, CA 94102-5244  
(415) 522.4811  
[lily.chau@sfcta.org](mailto:lily.chau@sfcta.org)

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth below:

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

Recommended by:

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

Recommended by:

\_\_\_\_\_  
Lily Chau, Senior Management Analyst  
San Francisco County Transportation Authority

Approved by:

\_\_\_\_\_  
Michael Tymoff, Assistant Project Manager  
Office of Economic & Workforce Development

Executed by:

\_\_\_\_\_  
José Luis Moscovich  
Executive Director

\_\_\_\_\_  
Jack Sylvan, Project Manager  
Treasure Island Redevelopment Project Director

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## Exhibit A SCOPE OF WORK

The Office of Economic and Workforce Development (OEWD) is currently negotiating on the behalf of the Treasure Island Development Authority (TIDA) with the prospective master developer of former Naval Station Treasure Island (NSTI), Treasure Island Community Development, LLC (TICD). NSTI includes approximately 360 acres on Treasure Island and approximately 90 acres on Yerba Buena Island. Among the many challenges associated with redevelopment of NSTI, one of the most significant is access constraints to the island. Currently, access to the island is only available from substandard on and off-ramps to and from the Bay Bridge, which are already operating at capacity. Consequently, creating a successful redevelopment project at NSTI will hinge on the ability to construct a transportation network that maximizes opportunities and incentives for public transportation, bicycle and pedestrian transportation, while discouraging and minimizing opportunities for private automobile use. One of the major elements of the final Disposition and Development Agreement (DDA) that will be presented to the Treasure Island/Yerba Buena Island Citizen's Advisory Board (TI/YBI CAB) and the Treasure Island Development Authority Board of Directors (Authority Board) will be the Treasure Island Transportation Plan (Transportation Plan) that attempts to find innovative solutions to the access challenge, consistent with the goal of making Treasure Island an environmentally sustainable redevelopment project.

TICD has contracted with consultants to provide transportation engineering services in support of the planning for reuse of NSTI. The engineers have prepared a draft Transportation Plan for the redevelopment of Treasure Island, which includes several appendices with significant data analysis. The OEWD, working with staff from the San Francisco County Transportation Authority (Authority), have begun discussions with TICD and its consultants on a Draft Transportation Plan and have provided comments on an initial draft, which was called a Transportation Study.

In Fall 2006, TIDA and the San Francisco Board of Supervisors endorsed the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (Development Plan), including the Transportation Plan attached as Exhibit J. Subsequent to endorsement of the Development Plan, additional work and steps will be necessary with regard to transportation planning to achieve a DDA. These steps include (i) additional analysis and work on the Transportation Plan, including further discussions with likely transit service providers and planning for a Treasure Island transportation demand management agency, and (ii) environmental impact review under the California Environmental Quality Act (EIR).

The OEWD and the Authority wish to conduct a more thorough analysis of the transportation options as presented in the Transportation Plan, per the following work scope, to be carried out by an independent consultant review team:

### **Task 1: Evaluation of Existing Status of Transportation Planning**

1. Coordinate with staff of the OEWD and the Authority for initial discussion on the currently proposed development plans, process and timeline and issues.
2. Review current draft of Transportation Plan prepared by TICD and its consultants.
3. Meet with TICD team, including land-use planners and transportation engineers, to review land use plan and Transportation Plan. Identify issues, opportunities and constraints.

#### Task 1 Deliverables:

- Review and Comment on the Transportation Plan.

#### Task 2: Analysis and Recommendations on Transportation Planning Alternatives for Redevelopment of Treasure Island

1. Evaluate and present to the OEWD and the Authority recommendations for alternative measures, programs and systems to be evaluated for incorporation at NSTI. Such alternatives may include: transit systems such as ferry, bus, on-island shuttle; car sharing programs; amount of on-street and off-street parking and fee structures; land use and transportation linkages; transportation demand management options; and others. Recommendations should include an evaluation of both the capital costs as well as ongoing operating costs. Feasibility of sustaining ongoing operation of services should be evaluated as well.
2. Meetings with the OEWD, the Authority, TICD and its consultants to discuss and evaluate recommended transportation planning alternatives.
3. Attend and represent the City, if requested by the OEWD, at a minimum of four meetings regarding presentation of the Transportation Plan to TI/YBI CAB and the Authority Board. It is not anticipated that the consultant will typically prepare materials or make presentations for these meetings. Rather, the consultant shall attend to answer questions if necessary and gather input and guidance to be used in the development of the Transportation Plan.

#### Task 2 Deliverables:

- Recommendations for revision/enhancement of the Transportation Plan.
- Attendance at 4 public meetings (2 CAB and 2 Authority Board).

#### Task 3: Additional Consultation and Contingency

Staff anticipates that additional consultation services will be desired as the evaluation and planning is underway for the Transportation Plan. This additional consultation must be preauthorized in writing by the Project Lead, Jack Sylvan.

#### Task 4: Additional Consulting (Amendment A)

Nelson\Nygaard will continue working with the OEWD and TIDA to develop a sustainable transportation plan for the proposed Treasure Island Development. This task is an add-on to the original agreement, which provided consulting services through the initial presentation of the Transportation Plan to the TIDA Board and Citizens Advisory Committee. Based on comments received in these and other venues, the OEWD would like to continue the existing contract, providing consulting services on the transportation plan through endorsement of the term sheet for the development.

#### Task 4 Deliverables:

- Recommendations for revision/enhancement of the Transportation Plan.
- Attendance at additional meetings, as necessary.

#### **Task 5: Assist TIDA in Preparing Transportation Plan for DDA**

Nelson/Nygaard will continue to assist the OEWD and Authority via analysis of the elements of the Transportation Plan and review of subsequent versions of the Transportation Plan to develop the document and materials from Development Plan through the DDA. This additional analysis and consultation will include resolving outstanding issues and details not resolved in the Transportation Plan attached to the Development Plan, developing plans for implementing these elements, determining roles and responsibilities for program implementation, identification of potential funding sources, and working with Muni, WTA and other affected transit agencies to ensure that services will be available as development occurs.

##### **Task 5 Deliverables:**

- Recommendations for revision/enhancement of the Transportation Plan.
- Attendance at additional public and stakeholder meetings, as necessary.

#### **Task 6: Peer Review and Assistance Related to EIR**

Nelson\Nygaard will, at the direction of the OEWD, work with the EIR consultants to ensure that all transportation program elements are accurately analyzed. This is especially important given the complexity of the Transportation Plan which may require non-traditional tools and analysis techniques to fully evaluate the Demand Management and mode shift components of the plan.

##### **Task 6 Deliverables:**

- Recommendations for revision/enhancement of the transportation analysis related to the EIR.
- Attendance at additional public and stakeholder meetings, as necessary.

This is the fourth amendment to this contract. The contract amount is being increased by \$25,000 to a total not to exceed amount of \$124,670.00.

All expenses will be billed on a time and material basis, such that the City will pay only for work specifically requested and documented time expended.





**AGENDA ITEM 6(f)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of July 14, 2010**

**Subject:** Resolution Authorizing a Second Amendment to the Amended and Restated Agreement with SERA Architects to Retroactively Extend the Term for an Additional 12 Months through June 30, 2011 (Action Item)

**Contact:** Michael Tymoff, Mayor's Office of Economic and Workforce Development

**BACKGROUND**

On November 1, 2007 the Authority issued a Request for Qualifications ("RFQ") to obtain urban design consulting services to assist staff in the preparation of a Design for Development ("D4D") document and a Design Review and Document Approval Procedure ("DRDAP") for the Treasure Island Redevelopment project area. SERA Architects was selected as the highest qualified firm based on the criteria set forth in the RFQ, and received the highest scores based on their Statement of Qualifications and recommendations of the interview panel, which included staff from the Redevelopment Agency and Planning Department.

Based on their expertise and quality of work in architecture, urban design and planning, design review, and sustainability, staff awarded SERA the contract on December 12, 2007 for an initial not-to-exceed amount of \$25,000. On March 12, 2008 the Authority approved the Amended and Restated Agreement to (i) increase the not to exceed contract amount to \$100,000 and (ii) extend the term of the original contract for an additional 13 months through June 30, 2009, and on June 10, 2009 the Authority approved the First Amended and Restated Agreement to extend the term for an additional 12 months through June 30, 2010.

SERA's role to date on the Design for Development (D4D) has been to assist and provide strategic level advice to staff on: (i) refinements to the land plan, (ii) the definition of the three dimensional form for the Islands, and (iii) the preparation of the Draft D4D document, which was presented to the Authority for comment in April 2010..

**DISCUSSION**

Staff has worked closely with SERA Architects, the Planning Department, TICD and their design and planning consultants on the three step D4D process. Specifically, SERA's work has contributed to a more successful and viable mixed-used urban core that integrates the intermodal transit hub, historic buildings and public access along the Western shoreline and Clipper Cove. SERA's involvement has been well received by the team, and the proposed refinements to the land plan that were brought before the Citizens Advisory Board (CAB) and the Authority Board in March 2008 greatly benefited from their input.



Since 2008, SERA has continued to work closely with staff, the Planning Department, TICD and their design and planning team on the second and third phases of the D4D process, which first entailed a detailed block-by-block analysis to advance the land plan to a greater level of specificity based on input received from the CAB and Authority Board. This analysis was informed by increasingly detailed information about site constraints and opportunities, and allowed the team to confirm that the broad principles that have made the project an award-winning plan were being held. The overarching purpose of this detailed block study was to define the three dimensional form of buildings and establish design criteria for the public realm, while validating that the development program fit within the existing footprint.

Those detailed studies formed the basis for the actual Draft D4D document, which was presented at the March 16, 2010 Citizens Advisory Board meeting and the April 14, 2010 Authority Board meeting. Based on input received at those two meetings, SERA will continue to work closely with staff, the Planning Department and TICD to respond to and incorporate comments received and produce a final D4D document that will be brought before both the CAB and the Authority for consideration of approval as part of the final project approvals.

Based on their contributions to date, staff feels that SERA's on-going involvement in finalizing the D4D will be of great value to the project. SERA will also be involved in reviewing the Design Review and Document Approval Procedure (DRDAP), which will set forth standards and procedures for review and approval of major phase and building design. The remaining scope of work, as discussed below, will take place over the next 12 months. SERA's role will continue to be in a peer review capacity, as opposed to a primary author role, providing staff with strategic level advice and assisting the Authority in achieving its urban design and sustainability policy goals.

### **SCOPE OF SERVICES SUMMARY**

The following scope of services remains unchanged from that approved per the First Amended and Restated Agreement, dated June 10, 2009.

#### **Project Kickoff – Phase I (Completed)**

- Attend (1) kickoff meeting with the Mayor's Office staff to review and refine work plan and project expectations, tour the site and surrounding context, and meet project team
- Review all planning and design material developed to date
- Draft follow-up memo to clarify project scope with well defined tasks and deliverables for the first phase of work, including proposed schedule for meetings and project deadlines
- Attend meetings with TICD team for a) orientation sessions and b) SERA presentation of relevant experience, project approach and initial impressions of development plans
- Review design proposals and provide written comments to TIDA, and in consultation with and through TIDA, provide a summary of recommendations and items for further discussion or study and be prepared to present these to the team at follow-up meetings.

#### **D4D Phase II – Definition of Form (Completed)**

- Attend team meetings, conference calls, design charrettes, and public meetings in San Francisco throughout the design process (number of meetings to be determined).
- Review design proposals and provide written comments to TIDA, and in consultation with and through TIDA, provide a summary of recommendations and items for further discussion or study and be prepared to present these to the team at follow-up meetings.
- Present relevant and exemplary case studies including best practices, benchmarks, and lessons learned from both project experience and secondary research / study tours
- Provide other "As Needed" design review / advisory services as requested by TIDA.

#### D4D Phase III – Document Preparation

- Provide early structural and content related recommendations for the D4D document.
- Review and redline Draft D4D document outlines, drafts and final draft; and provide written comments and markups to TIDA.
- Review TICD's responses to comments received on the Draft D4D, and review and provide written comments on Final D4D

#### DRDAP

- Provide structural and procedural recommendations for the DRDAP process, which may include advice on the formation of a professional, advisory Urban Design Review Panel.
- Meet with other City agencies' staff as required to negotiate aspects of design review and permitting process.
- Provide other "As Needed" design review / advisory services as requested by TIDA.

#### BUDGET AND TERM

The Second Amendment to the Amended and Restated Agreement would retroactively extend the term of the contract for an additional 12 Months, through June 30, 2011. This term is consistent with the anticipated timeframe for drafting the final D4D and Design Review and Document Approval Procedure. The not to exceed amount of \$100,000 under the Amended and Restated Agreement remains the same.

Sufficient funds have been included in the Authority's FY 10-11 budget for this Contract and 100 percent of the costs will be reimbursed by TICD under the terms of the Exclusive Negotiating Agreement between the Authority and TICD. Any future amendment to the billing rates, scope of work or the amount of the Contract will be subject to the approval of the Authority Board.

#### RECOMMENDATION

Staff recommends approval of the Second Amendment to the Amended and Restated Agreement to retroactively extend the term of the contract through June 30, 2011.

#### EXHIBITS

- A      Second Amendment to the Amended and Restated Contract



[Amending the Contract with SERA Architects to Extend Term.]

**AUTHORIZING A SECOND AMENDMENT TO THE AMENDED AND RESTATED  
AGREEMENT WITH SERA ARCHITECTS TO RETROACTIVELY EXTEND THE TERM FOR  
AN ADDITIONAL 12 MONTHS FROM JULY 1, 2010 THROUGH JUNE 30, 2011.**

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter

1 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
2 as a redevelopment agency under California Redevelopment Law (Sections 33000 et seq. of  
3 the Health and Safety Code) with authority over the Base upon approval of the City's Board of  
4 Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands  
5 Trust, vested in the Authority the authority to administer the public trust for commerce,  
6 navigation and fisheries as to such property; and,

7 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
8 redevelopment agency for Treasure Island in 1998; and,

9 WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-  
10 039-10/12 designating the Office of Joint Development Division (formerly known as the Office  
11 of Base Reuse and Real Estate Development Division) of the Mayor's Office of Economic and  
12 Workforce Development ("MOEWD") as the lead negotiator in all negotiations related to the  
13 overall redevelopment and conversion of the Base to civilian uses, including without limitation,  
14 negotiations regarding the terms and conditions for the long term redevelopment of the  
15 Treasure Island Marina and the redevelopment of the Base; and,

16 WHEREAS, The Board of Directors and The Board of Supervisors endorsed the  
17 Development Plan and Term Sheet, in December 2006, that included a conceptual land use  
18 plan, design concepts and strategies document; and,

19 WHEREAS, The final Disposition and Development Agreement and final  
20 Redevelopment Plan will incorporate a Design for Development document and Design Review  
21 and Document Approval Procedure; and,

22 WHEREAS, The Authority issued a Request for Qualifications ("RFQ") on November 1,  
23 2007 to obtain urban design consulting services to assist the Authority in the preparation of a  
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1 Design for Development document and a Design Review and Document Approval Procedure  
2 for the Treasure Island Redevelopment project area; and,

3 WHEREAS, SERA Architects was selected as the highest qualified scorer pursuant to  
4 the RFQ and SERA Architects and the Authority entered into a contract for a \$25,000 not to  
5 exceed amount (the "Original Contract"); and,

6 WHEREAS, The Original Contract was designed to cover the first phase of the Design  
7 for Development process and give staff the opportunity to evaluate whether it was valuable  
8 and expedient to continue working with the selected consultant in the process of creating a  
9 Design for Development document and a Design Review and Document Approval Procedure;  
10 and,

11 WHEREAS, On March 12, 2008 the Authority approved the Amended and Restated  
12 Agreement to (i) increase the not to exceed contract amount to \$100,000 and (ii) extend the  
13 term of the Original Contract for an additional 13 months through June 30, 2009; and

14 WHEREAS, On June 10, 2009 the Authority approved the First Amended and Restated  
15 Agreement to extend the term of the Amended and Restated Agreement for an additional 12  
16 months through June 30, 2010; and

17 WHEREAS, SERA Architects has worked with Authority staff and TICD consultants  
18 providing strategic level advice and design review consulting services to complete the first two  
19 phases of the Design for Development process; and,

20 WHEREAS, The Authority believes it benefits the Authority to continue to have SERA  
21 Architects provide strategic level advice, peer review, and input on the final Design for  
22 Development and the Design Review and Document Approval Procedure; and,

23 WHEREAS, The final phase of the Design for Development and the Design Review  
24 and Document Approval Procedure will occur over the next twelve months; and,

1 WHEREAS, Staff will also continue to work with Planning Department staff in the  
2 overall land use planning process; and,

3 WHEREAS, Authority staff proposes to amend the First Amended and Restated  
4 Agreement, dated June 10, 2009 to retroactively extend the term for an additional 12 months  
5 through June 30, 2011, now, therefore, be it

6 RESOLVED, That the Board of Directors hereby approves and authorizes the Treasure  
7 Island Redevelopment Project Director to execute the Second Amendment to the Amended  
8 and Restated Agreement in substantially the form attached hereto as Exhibit A (the "Second  
9 Amendment"); and, be it

10 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure  
11 Island Redevelopment Project Director to enter into any additions, amendments or other  
12 modifications to the First Amendment to the Amended and Restated Contract that the  
13 Treasure Island Redevelopment Project Director determines in consultation with the City  
14 Attorney are in the best interests of the Authority, that do not materially increase the  
15 obligations or liabilities of the Authority, that do not materially reduce the rights of the  
16 Authority, and are necessary or advisable to complete the preparation and approval of the  
17 First Amendment to the Amended and Restated Contract, such determination to be  
18 conclusively evidenced by the execution and delivery by the Treasure Island Redevelopment  
19 Project Director of the documents and any amendments thereto.

20  
21 **CERTIFICATE OF SECRETARY**

22  
23 I hereby certify that I am the duly elected and acting Secretary of the Treasure Island  
24 Development Authority, a California nonprofit public benefit corporation, and that the above  
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1 Resolution was duly adopted and approved by the Board of Directors of the Authority at a  
2 properly noticed special meeting on July 14, 2010.

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Helen Nigg, Secretary





**TREASURE ISLAND DEVELOPMENT AUTHORITY  
CITY AND COUNTY OF SAN FRANCISCO**

**SECOND AMENDMENT**

THIS SECOND AMENDMENT (this "Amendment") is made as of July 14, 2010, in San Francisco, California, by and between SERA Architects ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Director of Island Operations ("Director").

**RECITALS**

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated December 12, 2007 between Contractor and Authority, as amended by the Amended and Restated Agreement dated March 12, 2008, and amended by the First Amended and Restated Agreement dated June 10, 2009.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from March 12, 2008 to June 30, 2011.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

**AUTHORITY**

Recommended by:

\_\_\_\_\_  
Jack Sylvan, Treasure Island Redevelopment  
Project Director  
Treasure Island Development Authority

Approved as to form

Dennis J. Herrera  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

**CONTRACTOR**

SERA Architects

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

\_\_\_\_\_  
Tim Smith  
Principal  
338 NW 5<sup>th</sup> Avenue  
Portland, OR 97209

City vendor number:





**AGENDA ITEM 6(g)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of July 14, 2011**

**Subject:** Resolution authorizing the Second Amendment to the contract with URS Corporation Americas for strategic advice and peer review consulting services in connection with the preparation of infrastructure plans for the Treasure Island/Yerba Buena Island Redevelopment Project by retroactively extending the term for an additional twelve months through June 30, 2011

**Contact:** Michael Tymoff, Office of Economic and Workforce Development

**BACKGROUND**

In 2005, the Office of Economic and Workforce Development established a pool of as-needed real estate and engineering consultants through a competitive RFQ process, which TIDA has access to utilize for the purposes of redevelopment planning for Treasure Island.

**DISCUSSION**

As the redevelopment planning process for Treasure Island moves forward into the next phases of project implementation, staff will continue to work with Treasure Island Community Development ("TICD") and its consultants to advance various components of the Development Plan and Term Sheet, endorsed in December 2006. These efforts will include the block-level design and engineering analysis for the Design for Development process, establishing design criteria and cost estimates for the infrastructure master plans, and coordinating infrastructure issues with various City departments, Caltrans, the Department of Labor and the United States Coast Guard.

In 2008, staff selected URS from the pre-qualified pool of as-needed consultants due to their high level of expertise in infrastructure master planning, geotechnical issues, floodplain mapping and issues around sea level rise. In March 2008, the TIDA Board approved a contract with URS Corporation to provide strategic advice and peer review consulting services in connection with the preparation of infrastructure plans for the redevelopment planning for Treasure Island for an estimated total not to exceed amount of \$100,000. The term of the original contract expired on December 31, 2008. In May 2009, the TIDA Board extended the original contract to June 30, 2010. Staff needs to continue to engage URS as the infrastructure planning process moves from having reached agreements on design criteria for infrastructure systems to the master planning phase.

By extending the term of the contract, staff will be able to continue to work with URS over the next year to provide the Authority and the Office of Economic and Workforce Development with strategic level advice and peer review in connection with the infrastructure master plans that are being formulated for the proposed redevelopment of Treasure Island and Yerba Buena Island.

## **SCOPE OF SERVICES SUMMARY**

URS will continue to provide strategic advice and peer review of the design and development of infrastructure master plans, engineering proposals and geotechnical, flood plain and sea level rise solutions. URS will continue to represent TIDA and the City's interests during the process of infrastructure planning, design and engineering through final master plan and map approvals. Specifically, URS will continue to review proposals from TICD's engineering and design team and provide staff with strategic level advice and recommendations. URS will also continue to work with staff to coordinate these efforts with various City departments and permitting agencies, including the San Francisco Public Utilities Commission, Department of Public Works, Municipal Transportation Agency, the Fire Department and others.

This amendment does not change the following scope of services under the original contract:

### **Task 1: Peer Review of Infrastructure Development**

URS will provide peer review and analysis of design criteria, requirements, demand calculations, conceptual layouts, and hard and soft cost estimates for the proposed infrastructure plan.

### **Task 2: Peer Review of Geotechnical and Seismic Safety Solutions**

URS will provide peer review and analysis of geotechnical stabilization and seismic safety solutions.

### **Task 3: Peer Review of Grading and Flood Protection**

URS will provide peer review and analysis of proposed site grading and flood projection strategies.

### **Task 4: Sea Level Rise and Floodplains**

URS will provide strategic guidance on appropriate measures to address projected sea level rise and issues related to FEMA's floodplain mapping process for the City of San Francisco.

### **Task 6: Transfer of Utility Rights**

URS will provide peer review and participation in work conducted by the proposed master developer's engineering team and the San Francisco Public Utilities Commission ("PUC") to prepare documentation necessary to transfer rights to on-island and off-site utility systems currently owned or controlled by the U.S. Navy to the Authority and/or the PUC.

## **BUDGET AND TERM**

The proposed scope of services will continue to be provided for an estimated total not-to-exceed amount of \$100,000 under the original Contract (See Exhibit B: Calculation of Charges). The term of the Contract would be extended an additional twelve months from December 31, 2008 through June 30, 2011. This term is consistent with the anticipated timeframe for final project approvals, at which time the Contract will be reviewed for possible extension of budget and term. Any future amendment to the term, billing rates, or the amount of the Contract will be subject to the approval of the Authority Board.

Sufficient funds were included in the Authority's FY 10-11 budget for this Contract. One hundred percent of the costs will be reimbursed by TICD under the terms of the Exclusive Negotiating Agreement between the Authority and TICD.

### **RECOMMENDATION**

Staff recommends approval of the Second Amendment to the contract with URS Corporation Americas to retroactively extend the term for an additional eighteen months through June 30, 2011.

### **EXHIBITS**

A      Second Amendment to the contract with URS Corporation Americas





[Second amendment to the contract with URS Corporation Americas for strategic advice and peer review consulting services in connection with the preparation of an infrastructure plan for the Treasure Island/Yerba Buena Island Redevelopment Project by retroactively extending the term for an additional twelve months through June 30, 2011.]

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT WITH URS CORPORATION AMERICAS FOR STRATEGIC ADVICE AND PEER REVIEW CONSULTING SERVICES IN CONNECTION WITH THE PREPARATION OF AN INFRASTRUCTURE PLAN FOR THE TREASURE ISLAND/YERBA BUENA ISLAND REDEVELOPMENT PROJECT BY RETROACTIVELY EXTENDING THE TERM FOR AN ADDITIONAL TWELVE MONTHS THROUGH JUNE 30, 2011.**

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and

1 conversion of the Base for the public interest, convenience, welfare and common benefit of  
2 the inhabitants of the City and County of San Francisco; and,

3 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
4 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter  
5 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
6 as a redevelopment agency under California Redevelopment Law (Sections 33000 et seq. of  
7 the Health and Safety Code) with authority over the Base upon approval of the City's Board of  
8 Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands  
9 Trust, vested in the Authority the authority to administer the public trust for commerce,  
10 navigation and fisheries as to such property; and,

11 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
12 redevelopment agency for Treasure Island in 1998; and,

13 WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-  
14 039-10/12 designating the Office of Economic and Workforce Development ("OEWD") as the  
15 lead negotiator in all negotiations related to the overall redevelopment and conversion of the  
16 Base to civilian uses, including without limitation, negotiations regarding the terms and  
17 conditions for the long term redevelopment of the Treasure Island Marina and the  
18 redevelopment of the Base; and,

19 WHEREAS, On September 16, 2005, OEWD and the Port of San Francisco jointly  
20 issued a Request for Qualifications ("RFQ") to create a list of qualified consulting teams with  
21 multidisciplinary expertise to provide as needed real estate planning and development  
22 consulting for mixed-use planning and development projects in San Francisco; and,

23 WHEREAS, URS Corporation was one of the firms selected pursuant to the RFQ; and,  
24  
25

1 WHEREAS, On February 13, 2008, the Authority authorized the Treasure Island  
2 Redevelopment Project Director to execute a contract with URS Corporation, in an amount  
3 not to exceed \$100,000, to provide the Authority and OEWD with strategic advice and peer  
4 review in connection with the infrastructure plan that is being formulated for the proposed  
5 redevelopment of the Base, including, but not limited to, (1) peer review and analysis of  
6 design criteria, requirements, demand calculations, conceptual layouts, and hard and soft cost  
7 estimates for the proposed infrastructure plan, (ii) peer review and analysis of geotechnical  
8 stabilization and seismic safety solutions, (iii) peer review and analysis of proposed site  
9 grading and flood projection strategies, (iv) strategic guidance on appropriate measures to  
10 address projected sea level rise and issues related to FEMA's floodplain mapping process for  
11 the City of San Francisco, and (v) peer review and participation in work conducted by the  
12 proposed master developer's engineering team and the San Francisco Public Utilities  
13 Commission ("PUC") to prepare documentation necessary to transfer rights to on-island and  
14 off-site utility systems currently owned or controlled by the U.S. Navy to the Authority and/or  
15 the PUC (collectively, the "Services"); and,

16 WHEREAS, On February 11, 2009 the Authority approved the First Amendment to  
17 Contract to retroactively extend the term of the Agreement for an additional 18 months  
18 through June 30, 2010; and

19 WHEREAS, staff requires URS Corporation to continue to provide the Authority and  
20 OEWD with strategic advice and peer review in connection with the infrastructure plan that is  
21 being formulated for the proposed redevelopment of the Base; and,

22 WHEREAS, the term of the contract has expired; and,

23 WHEREAS, now, therefore, be it  
24  
25

1           RESOLVED, That the Board of Directors hereby approves and authorizes the Treasure  
2 Island Redevelopment Project Director to execute the Second Amendment to the Contract  
3 with URS Corporation in substantially the form attached hereto as Exhibit A (the "URS  
4 Corporation"); and, be it

5           FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure  
6 Island Redevelopment Project Director to enter into any additions, amendments or other  
7 modifications to the URS Contract that the Treasure Island Redevelopment Project Director  
8 determines in consultation with the City Attorney are in the best interests of the Authority, that  
9 do not materially increase the obligations or liabilities of the Authority, that do not materially  
10 reduce the rights of the Authority, and are necessary or advisable to complete the preparation  
11 and approval of the URS Contract, such determination to be conclusively evidenced by the  
12 execution and delivery by the Director of Joint Development of the documents and any  
13 amendments thereto.

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**TREASURE ISLAND DEVELOPMENT AUTHORITY  
CITY AND COUNTY OF SAN FRANCISCO**

**SECOND AMENDMENT**

THIS SECOND AMENDMENT (this "Amendment") is made as of July 14, 2010, in San Francisco, California, by and between URS Corporation Americas ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority").

**RECITALS**

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated February 22, 2008, between Contractor and Authority.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from February 22, 2008 through June 30, 2011.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

## AUTHORITY

### TREASURE ISLAND DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Jack Sylvan  
Treasure Island Redevelopment Project  
Director  
Office of Economic and Workforce  
Development  
City Hall, Room 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Approved as to form:

Dennis J. Herrera  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

## CONTRACTOR

### URS CORPORATION AMERICAS

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

\_\_\_\_\_  
Marty Czarnicki  
Sr. Vice President  
URS Corporation  
221 Main St, Suite 600  
San Francisco, CA 94105  
Tel: 415-243-3735  
Fax:  
FEIN:



# Notes

**AGENDA ITEM 7**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of July 14, 2010**

**Subject:** Resolution Approving and Authorizing the Execution of a Third Amendment to Sublease No. 98 with the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation, to (i) remove Parcel B: the Library from the Premises; (ii) delay the Effective Date for the commencement of Base Rent for Parcel F: Pavilion By The Bay from September 1, 2009 to January 1, 2010, and (iii) increase the Monthly Base Rent for Parcel F: Pavilion By The Bay (*Action Item*)

**Contact:** Richard A. Rovetti, Deputy Director of Real Estate

**Phone:** 415-274-3365

**BACKGROUND**

The Treasure Island Homeless Development Initiative ("TIHDI"), Toolworks, and Wine Valley, Inc., (hereafter collectively referred to as the Joint Venture ("JV")), are currently managing events on Treasure Island, namely at the Casa de la Vista, the Library, the Chapel, the Fogwatch Picnic Area, the Lobby of the Main Administration Building, and the Pavilion By the Bay (the "Event Venues District"). The JV has successfully provided employment and job training for homeless, at risk and/or disabled residents while increasing event rental revenues for the Treasure Island Development Authority (hereafter referred to as the "Authority").

On November 12, 2008, the Authority approved Sublease No. 98 (the "Existing Sublease") with the JV for the exclusive right to sublease, and market, operate, and manage, the Event Venues District for the purpose of operating special events on Treasure Island. At the March 11, 2009 Board meeting, the Authority Board approved a First Amendment to Sublease No. 98 ("First Amendment"), that (i) increased the Premises to include the Pavilion By the Bay; and (ii) modified the event rental fees for the Premises. At the November 18, 2009 Board meeting, the Authority Board approved a Second Amendment to Sublease No. 98 ("Second Amendment"), that (i) modified event rental fees for the Casa de la Vista and the Library; (ii) decreased the catering buyout fee; (iii) limited venue discounts; and (iv) extended the Sublease Term to November 30, 2010.

Although the current economic environment is at a decline, the JV has been able to sustain venue sales through effective marketing and promotional programs for the Casa de la Vista, Chapel, Building One Lobby, and the Pavilion By the Bay. However, over the past fiscal year, the JV has not been as successful with renting out the Library for special events. Project Staff, with Authority Board approval, decreased the event rental fee for the Library in order to improve its attractiveness as an event venue. However, the JV was unsuccessful in increasing special event bookings for the Library in fiscal year 2010. Project Staff and the JV have analyzed the reasons

for the decline in event bookings of the Library and attribute the decline to the recent addition of the Pavilion By the Bay which offers better views of the San Francisco skyline. At this time, Project Staff in concurrence with the JV propose to remove the Library from the Premises in order to allow Project Staff to market and sublease the facility for commercial use. This change to the Premises will be incorporated into the "Treasure Island Development Authority Event Venue Rate Schedule" as approved by the Authority Board of Directors and attached to the Sublease as an exhibit G.

The proposed Third Amendment also proposes to retroactively delay the effective date for the commencement of Base Rent for Parcel F: Pavilion By the Bay from September 1, 2009 to January 1, 2010 in order to accommodate construction delays caused by the installation of the transformer, and restroom facility. Over this period, the JV was unable to properly market and advertise the Pavilion By the Bay as construction delays limited JV's full use and operation of the facility. The proposed Third Amendment also increases the Base Rent for the Pavilion By the Bay effective August 1, 2010 to \$7,500.00 per month to recover the lost revenue from \$6,500.

#### **AMENDMENT TERMS AND CONDITIONS**

JV will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed Third Amendment include the following:

<b>Premises:</b>	Parcel A: Casa de la Vista; Parcel C: The Chapel; Parcel D: Fogwatch Picnic Area; Parcel E: Lobby of the Main Administration Building; and Parcel F: Pavilion By The Bay
<b>Location:</b>	Treasure Island
<b>Effective Date:</b>	August 1, 2010
<b>Lease Expiration Date:</b>	November 30, 2010
<b>Lease Term:</b>	Month-to-Month
<b>Base Rent:</b>	Parcel A: \$3,950.00 per day for each day of event rental of the Casa de la Vista; Parcel C: \$700.00 per day for each event rental with catering services, and \$1,500.00 per day for each event rental without catering services, of the Chapel; Parcel D: \$500.00 per day for each day of event rental of the Fogwatch Picnic Area; Parcel E: \$3,000 per day for each day of event rental of the Building One Lobby; and Parcel F: commencing January 1, 2010, \$6,500.00 per month, and increasing to 7,500.00 per month effective August 1, 2010.

Base Rent for Parcels A through E shall be reduced in accordance with any discounts provided to eligible entities and persons under the Event Venue Rate Schedule attached hereto as Exhibit G.

If Sublandlord, in its sole and absolute discretion, approves one or more extensions of the Sublease Term beyond November 30, 2010, then the Base Rent for Parcels A through E shall be reviewed and revised by Sublandlord on an annual basis; provided however, the Monthly Base Rent for Parcel F (Pavilion By the Bay) shall be no less than the following schedule unless approved by the Sublandlord in its sole and absolute discretion:

December 1, 2010 to November 30, 2011 -- \$9,500.00 per month  
December 1, 2011 to November 30, 2012 -- \$11,500.00 per month  
December 1, 2012 to February 28, 2013 -- \$10,500.00 per month

#### RECOMMENDATION

The Project Staff recommends that the Authority Board of Directors approve the proposed Third Amendment to Sublease with the JV, and authorize the Director of Island Operations or her designee to execute said Third Amendment for the rental of Parcel A: Casa de la Vista; Parcel C: The Chapel; Parcel D: Fogwatch Picnic Area; Parcel E: Lobby of the Main Administration Building; and Parcel F: Pavilion By The Bay, on Treasure Island, for a month-to-month term, and subject to the additional terms and conditions set forth above.

EXHIBIT A – Third Amendment to Sublease No. 98 between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate  
For: Mirian Saez, Director of Island Operations



[Third Amendment to Sublease for Casa de la Vista, The Chapel, Fogwatch Picnic Area, Lobby of the Main Administration Building, and Pavilion By The Bay, Treasure Island]

**Resolution Approving and Authorizing the Execution of a Third Amendment to Sublease No. 98 with the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation, to (i) remove Parcel B: the Library from the Premises; (ii) retroactively delay the Effective Date for the commencement of Base Rent for Parcel F: Pavilion By The Bay from September 1, 2009 to January 1, 2010; and (iii) increase the Base Rent payable for Parcel F: Pavilion By The Bay to \$7,500.00 per month effective August 1, 2010.**

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

WHEREAS, The Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine Valley,



1 Inc., a California corporation doing business as Wine Valley Catering (hereafter collectively  
2 referred to as the Joint Venture ("JV")), are currently managing events on Treasure Island,  
3 namely at the Casa de la Vista, the Library, the Chapel, the Fogwatch Picnic Area, the Lobby  
4 of the Main Administration Building, and the Pavilion By the Bay (the "Event Venues District")  
5 in accordance with the Sublease approved by the Authority Board on November 12, 2008;  
6 and,

7 WHEREAS, At the March 11, 2009 Board meeting, the Authority Board approved a  
8 First Amendment to Sublease No. 98 ("First Amendment"), that (i) increased the Premises to  
9 include the Pavilion By the Bay; and (ii) modified the event rental fees for the Premises; and,

10 WHEREAS, At the November 18, 2009 Board meeting, the Authority Board approved a  
11 Second Amendment to Sublease No. 98 ("Second Amendment"), that (i) modified event rental  
12 fees for the Casa de la Vista and the Library; (ii) decreased the catering buyout fee; (iii) limited  
13 venue discounts; and (iv) extended the Sublease Term to November 30, 2010; and,

14 WHEREAS, Although the current economic environment is at a decline, the JV has  
15 been able to sustain venue sales through effective marketing and promotional programs for  
16 the Casa de la Vista, Chapel, Building One Lobby, and the Pavilion By the Bay, however, over  
17 the past fiscal year, the JV has not been as successful with renting out the Library for special  
18 events; and,

19 WHEREAS, Under the proposed Third Amendment to Sublease ("Third Amendment"),  
20 Project Staff in concurrence with the JV is proposing to remove the Library from the Premises  
21 in order to allow Project Staff to market and sublease the facility for office or another  
22 compatible use; and,

23 WHEREAS, The proposed Third Amendment also proposes to retroactively delay the  
24 effective date for the commencement of Base Rent for Parcel F: Pavilion By the Bay from  
25 September 1, 2009 to January 1, 2010 in order to accommodate construction delays caused

1 by the installation of the transformer and restroom facility, as the JV was unable to properly  
2 market and advertise the Pavilion By the Bay as construction delays limited JV's full use and  
3 operation of the facility; and,

4 WHEREAS, The proposed Third Amendment also increases Base Rent for the Pavilion  
5 By the Bay effective August 1, 2010 to \$7,500.00 per month; and,

6 WHEREAS, The Authority staff recommends entering into the Third Amendment; now,  
7 therefore, be it

8 RESOLVED, That the Board of Directors hereby approves the Third Amendment to the  
9 Sublease with the Treasure Island Homeless Development Initiative, a California nonprofit  
10 corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California  
11 corporation, to (i) remove Parcel B: the Library from the Premises; (ii) retroactively delay the  
12 Effective Date for the commencement of Base Rent for Parcel F: Pavilion By The Bay from  
13 September 1, 2009 to January 1, 2010; and (iii) increase the Base Rent for Parcel F: Pavilion  
14 By The Bay effective August 1, 2010 to \$7,500.00 per month; and authorizes the Director of  
15 Island Operations or her designee to execute said Third Amendment in substantially the form  
16 attached hereto as Exhibit A; and be it

17 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
18 the Third Amendment will serve the goals of the Authority and the public interests of the City,  
19 and (ii) the terms and conditions of the Third Amendment are economically reasonable; and  
20 be it

21 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
22 Island Operations to enter into any additions, amendments or other modifications to the Third  
23 Amendment that the Director of Island Operations determines in consultation with the City  
24 Attorney are in the best interests of the Authority, that do not materially increase the  
25 obligations or liabilities of the Authority, that do not materially reduce the rights of the

1 Authority, and are necessary or advisable to complete the preparation and approval of the  
2 Third Amendment, such determination to be conclusively evidenced by the execution and  
3 delivery by the Director of Island Operations of the documents and any amendments thereto.  
4

5 **CERTIFICATE OF SECRETARY**

6 I hereby certify that I am the duly elected Secretary of the Treasure Island  
7 Development Authority, a California nonprofit public benefit corporation, and that the  
8 above Resolution was duly adopted and approved by the Board of Directors of the  
9 Authority at a properly noticed meeting on July 14, 2010.  
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13 Helen Nigg, Secretary  
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### THIRD AMENDMENT TO SUBLEASE NO. 98

THIS THIRD AMENDMENT TO SUBLEASE (this "Third Amendment"), dated for reference purposes only as of July 1, 2010, is by and among the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and the TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, a California nonprofit corporation ("TIHDI"), TOOL WORKS, a California nonprofit corporation ("Toolworks"), and WINE VALLEY, INC., a California corporation doing business as Wine Valley Catering ("Wine Valley") (collectively, "Subtenant").

#### RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of December 1, 2008 (the "Original Sublease"), for Parcel A: Casa de la Vista; Parcel B: The Library; Parcel C: The Chapel; Parcel D: Fogwatch Picnic Area; Parcel E: Lobby of the Main Administration Building; and Parcel F: Pavilion By The Bay, which is a temporary membrane tent comprising approximately 13,500 square feet that Subtenant has installed on approximately 42,750 square feet of land located between Third and Fourth Streets and Avenue of the Palms, Treasure Island, San Francisco, California (the "Premises").

B. Sublandlord and Subtenant entered into that certain First Amendment To Sublease dated for reference purposes as of April 1, 2009 (the "First Amendment"), to, among other things, increase the Base Rent.

C. Sublandlord and Subtenant entered into a Second Amendment to Sublease dated for reference purposes as of December 1, 2009 (the "Second Amendment"), to extend the Term and revise the Base Rent, on the terms and conditions set forth in this Second Amendment. The term of the Original Sublease, as amended by the First Amendment and Second Amendment, expires on November 30, 2010. The Original Sublease as amended by the First Amendment, Second Amendment, and this Third Amendment are collectively referred to as the "Sublease." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

D. Sublandlord and Subtenant desire to amend the Sublease to remove the Library from the Premises, and to adjust Base Rent on the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

#### AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this Third Amendment shall be August 1, 2010 (the "Effective Date").
3. **Premises.** As of the Effective Date, Parcel B: The Library, is deleted from the Premises and the Premises described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Subleased Premises (Section 2.1): Parcel A: Casa de la Vista; Parcel C: The Chapel; Parcel D: Fogwatch Picnic Area; Parcel E: Lobby of the Main Administration Building; and Parcel F: Pavilion By The Bay, Treasure Island, San Francisco, CA, each as more particularly shown on Exhibit B, attached hereto."

4. **Base Rent.** As of the Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Parcel A: \$3,950.00 per day for each day of event rental of the Casa de la Vista;

Parcel C: \$700.00 per day for each event rental with catering services, and \$1,500.00 per day for each event rental without catering services, of the Chapel;

Parcel D: \$500.00 per day for each day of event rental of the Fogwatch Picnic Area;

Parcel E: \$3,000 per day for each day of event rental of the Building One Lobby; and

Parcel F: Commencing January 1, 2010, Monthly Base Rent shall be \$6,500.00 per month, which amount shall be increased to \$7,500.00 per month on the Effective Date. Prior to the Effective Date, Subtenant shall pay Sublandlord all outstanding Base Rent owing for Parcel F for the period from January 1, 2010 through July 31, 2010.

Base Rent for Parcels A through E shall be reduced in accordance with any discounts provided to eligible entities and persons under the Event Venue Rate Schedule attached hereto as Exhibit G.

If Sublandlord, in its sole and absolute discretion, approves one or more extensions of the Sublease Term beyond November 30, 2010, then the Base Rent for Parcels A through E shall be reviewed and revised by Sublandlord on an annual basis; provided however, the Monthly Base Rent for Parcel F (Pavilion By the Bay) shall be no less than the following schedule unless approved by the Sublandlord in its sole and absolute discretion:

December 1, 2010 to November 30, 2011 -- \$9,500.00 per month

December 1, 2011 to November 30, 2012 -- \$11,500.00 per month

December 1, 2012 to February 28, 2013 -- \$10,500.00 per month"

5. **Exhibit B and Exhibit G.** As of the Effective Date, Exhibits B and G to the Sublease are hereby deleted in its entirety and replaced with the following Exhibit B and Exhibit G attached hereto.

6. **Counterparts.** This Third Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

7. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Third Amendment to Sublease at San Francisco, California, as of the date first above written.

**SUBLANDLORD:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Mirian Saez  
Director of Island Operations

**SUBTENANT:**

**TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE,**  
a California non-profit corporation

By: \_\_\_\_\_

Sherry Williams  
Its: Executive Director

**TOOLWORKS,**  
a California non-profit corporation

By: \_\_\_\_\_

Steven Crabiel  
Its: Executive Director

**WINE VALLEY INC.,**  
a California Corporation doing business as Wine Valley Catering

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate \_\_\_\_\_  
(initial)



**EXHIBIT "G"**  
**TREASURE ISLAND DEVELOPMENT AUTHORITY**  
**EVENT VENUE RATE SCHEDULE**

<b>VENUE</b>	<b>RENTAL PERIOD</b>	<b>Friday, Saturday, and Sunday</b>	<b>Monday, Tuesday, Wednesday, and Thursday</b>
Parcel A: Casa de la Vista	8 hours	\$3,950	\$3,950
Parcel C: Chapel	3 hours	\$700 with Catering \$1,500 No Catering	\$700 with Catering \$1,500 No Catering
Parcel D: Fogwatch Picnic Area	8 hours	\$500	\$500
Parcel E: Building 1 Lobby	8 hours	\$3,000	\$3,000

**DISCOUNTS**

Active City and County of San Francisco Employees  
Treasure and Yerba Buena Island Residents  
Non- Profits with 501c3 Status  
Active Military and Veterans  
Receive a 20% discount on Venue Pricing Sunday through Friday.  
No discounts given on Saturdays.

**BUYOUT**

Venue and Catering Food Buyout at the time of booking Facility.

Casa de la Vista: \$11,500 for Saturday, \$9,000 for Friday and Sunday, and  
\$5,000 Monday through Thursday catering buyout;

Chapel: not applicable;

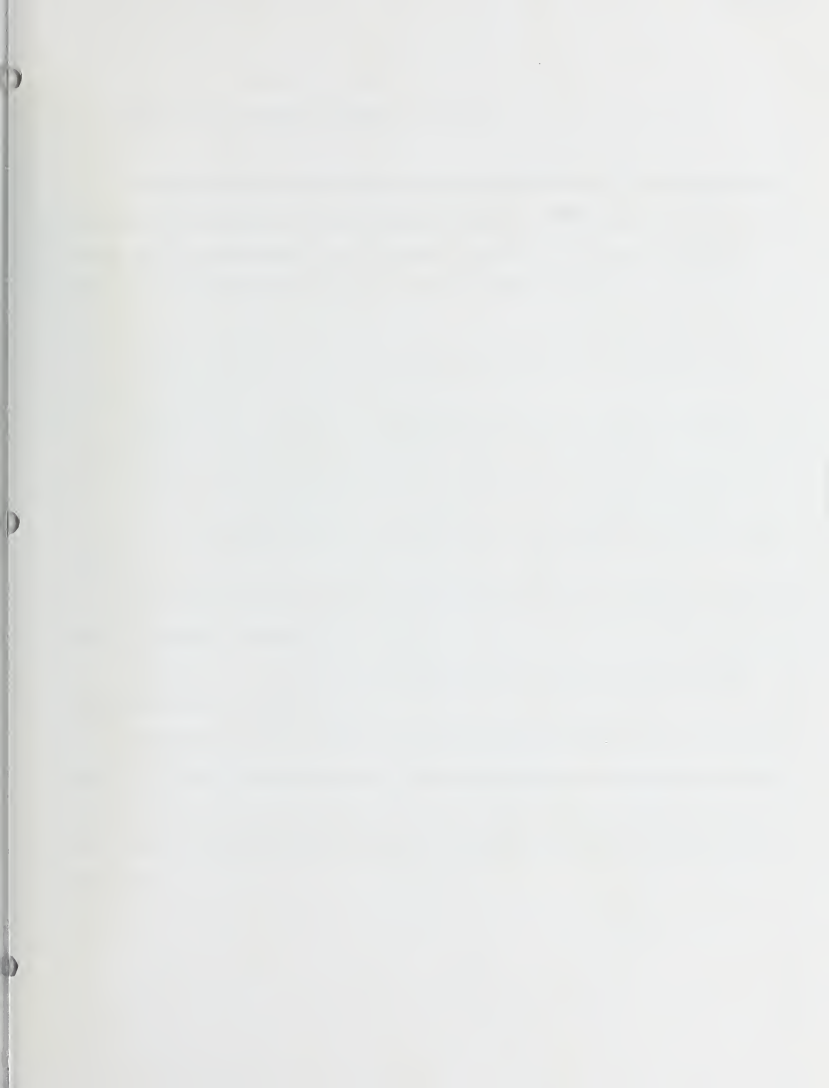
Fogwatch Picnic Area: not applicable; and

Building 1 Lobby: \$11,500 for Saturday, & \$9,000 for Sunday through Friday catering buyout

**RATES ARE SUBJECT TO CHANGE (Approved by TIDA Board 7/14/2010)**







# Notes

1 [Establishing an Ad Hoc Nominating Committee.]  
2

3 **Resolution Establishing an Ad Hoc Nominating Committee, Consisting of Three**  
4 **Members of the Treasure Island Development Authority ("TIDA") Board of Directors**  
5 **Appointed by the President, to Nominate Members of the TIDA Board to Serve as**  
6 **Officers of the TIDA Board in Accordance With the TIDA Bylaws**  
7

8 WHEREAS, Under the TIDA Bylaws, officers of the TIDA Board of Directors (the  
9 "Board") are to be chosen annually; and,

10 WHEREAS, The TIDA Bylaws allow the Board to create one or more committees  
11 consisting of two or more Directors to serve at the pleasure of the Board; and,

12 WHEREAS, The Board wishes to establish an ad hoc nominating committee to  
13 recommend for the Board's approval Directors to serve as officers of the Board for the next  
14 year; and,

15 WHEREAS, The Board wishes to create an ad hoc nominating committee consisting of  
16 three Directors; now, therefore, be it

17 RESOLVED, That the Board hereby establishes an ad hoc nominating committee  
18 comprised of three Directors; and, be it

19 FURTHER RESOLVED, That such nominating committee shall nominate Directors as  
20 candidates for the Board's consideration and election at a subsequent meeting of the Board,  
21 to serve as President, Vice President, Secretary, and Chief Financial Officer of the Board for  
22 the twelve (12) month period beginning October 1, 2010 and ending on September 30, 2011;  
23 and, be it  
24  
25

1 FURTHER RESOLVED, That the Board hereby urges any Directors who are interested  
2 in serving as an officer of the Board to submit their names to the Director of Island Operations  
3 for forwarding to the nominating committee for consideration; and, be it

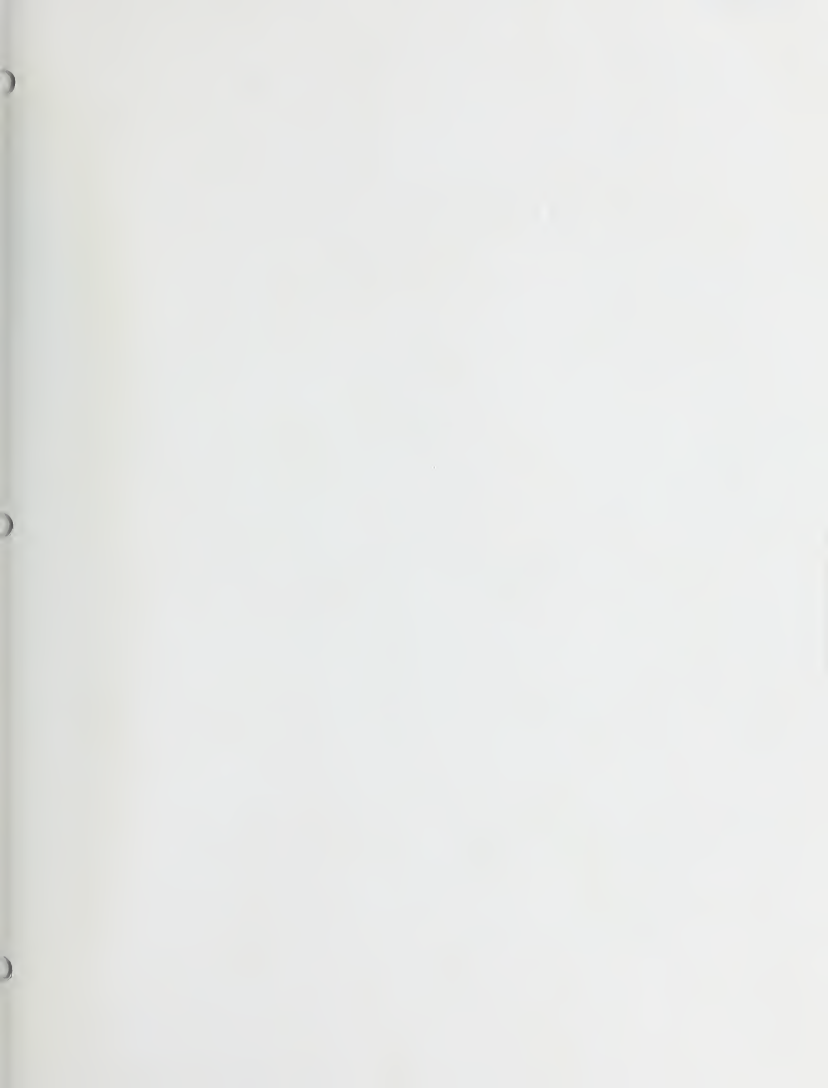
4 FURTHER RESOLVED, That the Board recommends and urges the Director of Island  
5 Operations to work with the members of the ad hoc nominating committee to establish a  
6 meeting date, time, and place in accordance with the San Francisco Sunshine Ordinance and  
7 the Ralph M. Brown Act at which meeting the ad hoc nominating committee will determine by  
8 vote of the members of the ad hoc nominating committee which Directors to nominate as  
9 officers of the Board as described hereinabove; and be it

10 FURTHER RESOLVED, That upon the Board's election of officers in accordance with  
11 the TIDA Bylaws, the ad hoc nominating committee shall cease to exist.

12  
13 **CERTIFICATE OF SECRETARY**

14 I hereby certify that I am the duly elected Secretary of the Treasure Island  
15 Development Authority, a California nonprofit public benefit corporation, and that the  
16 above Resolution was duly adopted and approved by the Board of Directors of the  
17 Authority at a properly noticed meeting on July 14, 2010.

18  
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20 Helen Nigg, Secretary  
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**SUMMARY OF  
PROPOSED TRANSITION HOUSING RULES AND REGULATIONS  
FOR THE VILLAGES AT TREASURE ISLAND**

Written feedback can be submitted to:

1. Treasure Island Development Authority  
One Avenue of the Palms, 2<sup>nd</sup> Floor  
Treasure Island  
San Francisco, CA 94130
2. [TIDA@sfgov.org](mailto:TIDA@sfgov.org)

Verbal feedback can be provided on the Treasure Island Hotline at  
(415) 554-6170

Public Comment Period Ends July 31, 2010

**SUMMARY OF  
PROPOSED TRANSITION HOUSING RULES AND REGULATIONS  
FOR THE VILLAGES AT TREASURE ISLAND**

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## BACKGROUND

Treasure Island and Yerba Buena Island (together, "NSTI" or the "Islands") comprise a former naval base that the U.S. Navy designated in 1993 for closure. The Navy formally closed base operations on the Islands in 1997 and contracted with the City and County of San Francisco ("City") to manage the Islands pending negotiations for its transfer and redevelopment. The Treasure Island Development Authority ("TIDA"), as the City's designated Local Reuse Authority for redevelopment of NSTI, has both interim and long-term obligations with respect to NSTI. In 1997, TIDA initiated negotiations with the Navy for transfer of the property and redevelopment of the former military base. TIDA also chose at that time to rent the existing, former military structures on NSTI on a temporary basis until redevelopment occurred.

TIDA subleases the former military housing units known as The Villages at Treasure Island through a master lease to The John Stewart Company and leases space directly to a variety of commercial tenants. Under state and federal relocation law, Villages residents and TIDA's commercial tenants are not entitled to relocation benefits.

Nevertheless, TIDA and the Board of Supervisors have decided that the proposed redevelopment program for Treasure Island should include a package of benefits to assist transitioning households and enable residents who wish to remain on Treasure Island long term to do so, if NSTI is redeveloped. TIDA and its prospective private development partner, Treasure Island Community Development ("TICD"), prepared a Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island that was endorsed by the TIDA Board of Directors in October 2006 and the San Francisco Board of Supervisors in December 2006. A subsequent Update to the Development Plan was endorsed by the TIDA Board in April 2010 and by the Board of Supervisors in May 2010 (together with the 2006 Development Plan and Term Sheet, the "Development Plan").

The Development Plan, which will be the basis for a more detailed Disposition and Development Agreement ("DDA") to be presented to the TIDA Board and the Board of Supervisors for approval following environmental review, includes commitments to provide moving assistance and long-term rent protection to Villages residents to avoid displacement of any households that meet three criteria: (1) the household resides on NSTI as of the date of (and if) the Board of Supervisors approves the DDA ("DDA Approval Date"); (2) the household continues to reside on NSTI until offered long-term replacement housing; and (3) the household remains in good standing under its lease throughout that time period. All Villages households that meet these three criteria are "Transitioning Households" that will be eligible for the benefits described in this Summary.

TIDA proposes to adopt Transition Housing Rules and Regulations, which will describe the transition benefits that TICD and TIDA will provide to Transitioning Households if the DDA is approved, specify the eligibility criteria for receiving assistance, and outline the procedures by which Transitioning Households can move into new housing, as outlined in this Summary of the Proposed Transition Housing Rules and Regulations for The Villages at Treasure Island ("Summary").

## PURPOSE OF THIS SUMMARY

TIDA and TICD have prepared this Summary to solicit feedback from current Villages residents and policymakers. After receiving comment on this Summary, TIDA will draft detailed Transition Housing Rules and Regulations for consideration and adoption by the TIDA Board. TICD's compliance with the Transition Housing Rules and Regulations will be required as part of the DDA between TIDA and TICD, should the redevelopment project be approved by the TIDA Board and the Board of Supervisors.

This Summary describes how, if and after the DDA is approved, the residents of The Villages at Treasure Island will be transitioned from their current units into newly-constructed units built as part of the proposed redevelopment project on the Island. *The proposed Transition Housing Rules and Regulations would only apply to the residential tenants of The Villages at Treasure Island.*

## DRAFT FOR PUBLIC REVIEW AND COMMENT

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If the DDA is approved, residents of units that are part of the Treasure Island Homeless Development Initiative ("TIHDI") program (which currently includes units managed by Catholic Charities, Community Housing Partnership, Rubicon Programs, Swords for Ploughshares, Walden House, and the Haight-Ashbury Free Clinics) will be transitioned under a separate agreement between TIDA and TIHDI, based on their Term Sheet for the Amended and Restated Base Closure Homeless Assistance Agreement, which was endorsed by the TIDA Board in April 2010 and the Board of Supervisors in May 2010.

As specified in all of TIDA's interim commercial leases, commercial tenants on NSTI will not receive transition benefits.

### PROGRAM FRAMEWORK

- All Transitioning Households (i.e. those who are in good standing when and if the DDA between TIDA and TIDC is approved, and who remain in continuous occupancy and good standing until offered long-term replacement housing), will be eligible for transition benefits. Current Villages residents who move off-island before they are offered long-term replacement housing will not be eligible for benefits.
- Any resident of The Villages at Treasure Island who signs a lease or moves onto NSTI after the DDA Approval Date will be a "Post-DDA Tenant" under the Transition Housing Rules and Regulations. Post-DDA Tenants are ineligible for transition benefits, but will be offered relocation advisory services when required to move.
- All Transitioning Households will have the opportunity to remain on Treasure Island. No eligible Transitioning Household will be required to move before receiving an offer of the benefits described below.
- All Transitioning Households and Post-DDA Tenants will receive relocation advisory services to help them understand their transition options and, for Transitioning Households, the benefits for which they may be eligible.
- All Transitioning Households that elect to remain residents of NSTI will receive moving assistance, which will pay for the cost of moving from their current residence to their new residence.
- In addition to moving assistance and relocation advisory services, Transitioning Households will have an opportunity to select one of three long-term housing benefits described below.

### ANTICIPATED PHASING OF DEMOLITION, CONSTRUCTION, AND TRANSITION

As required under the state legislation authorizing the City to designate TIDA as the City's redevelopment agency for NSTI, the Development Plan specifies that all of the former military housing on the Islands will eventually be deconstructed. As outlined in the Development Plan, TIDA and TIDC intend to phase redevelopment so that new housing can be built on NSTI before demolishing most of the existing residential structures, as follows:

- Redevelopment of Yerba Buena Island ("YBI") is planned as part of the first phase of the redevelopment project. Therefore, demolition of existing YBI housing will be among the first activities TIDC undertakes if the DDA is approved. Transitioning Households on YBI will be offered existing units on Treasure Island through Interim Moves (described below).
- Demolition of the housing on Treasure Island is proposed to occur in the later phases of the redevelopment project. But some Transitioning Households may be asked to make Long-Term Moves (described below) in earlier phases as new housing becomes available for occupancy.

## TYPES OF MOVES THAT MAY OCCUR

Two types of moves are anticipated if the DDA is approved and NSTI is redeveloped:

- Interim Moves, from one existing unit to another existing unit. An example of this would be a move from a unit in an area proposed for redevelopment in an earlier phase, such as YBI, to an existing unit on Treasure Island. *Most Transitioning Households will not be asked to make an Interim Move.*
- Long-Term Moves, from one of the existing units to a newly-constructed unit on NSTI. All Transitioning Households (including those that previously made an Interim Move) will have the opportunity to make this move.

The benefits available for the two different types of moves are discussed below.

## STEPS IN THE PROCESS

### 1. Establish Household Eligibility for Transition Benefits

- a. Transitioning Households are Villages households that meet three criteria: (i) the Household resides on NSTI as of the DDA Approval Date; (ii) the Household continues to live on NSTI until offered long-term replacement housing; and (iii) the Household remains in good standing under its lease throughout that time period.
  - A "Household" means an individual, or two or more individuals, whether related or unrelated, who mutually consent to live together in a dwelling unit, or one or more families occupying a single dwelling unit.
  - All adults in the Household must have signed the lease, unless they were minors at move-in. Only adult members of the Household named on the lease on the DDA Approval Date and minor family members will be eligible for Transition Benefits and included in a Transitioning Household for purposes of calculating the number of persons in the Household and Household income.
  - Each existing dwelling unit contains only one Household. Each Household will receive only one long-term housing benefit.
- b. Residents who move onto NSTI after the DDA Approval Date will be Post-DDA Tenants eligible only for relocation advisory services under the Transition Housing Rules and Regulations.
- c. TIDA will maintain records indicating whether each Household is an eligible Transitioning Household or is a Post-DDA Tenant.

### 2. First Notice to Move

- a. TIDA will deliver a First Notice to Move to each affected Household when the relocation of the Household is required to facilitate the ongoing redevelopment of NSTI. The first Long-Term Moves are not expected to occur for several years.
- b. The First Notice to Move will state whether TIDA records list the affected Household as an eligible Transitioning Household or as a Post-DDA Tenant.
- c. The First Notice to Move will state whether the move will be an Interim Move or a Long-Term Move.

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- For Interim Moves, the First Notice to Move will be delivered no less than 90 days before the date by which the move must occur.
- For Long-Term Moves, the First Notice to Move will be delivered no less than 120 days before the date by which the move must occur.

### 3. Assess the Needs of the Household and Offer Advisory Services

- a. After the First Notice to Move is delivered, each Household will be interviewed. The interviews will enable TIDA to: (i) describe the housing benefits for which the Transitioning Household may be eligible under the Transition Housing Rules and Regulations; (ii) assess the Transitioning Household's housing needs; (iii) identify any special needs for that Transitioning Household; and (iv) for Long-Term Moves only, begin the process of certifying the income of the Transitioning Household. Household income information will be kept confidential, and will only be used for its intended purpose.
- b. In addition, all Households (including Post-DDA Tenants) will be offered relocation advisory services to assist in evaluating their housing needs and options and in locating appropriate replacement housing.
- c. Post-DDA Tenants will not be entitled to any of the housing benefits outlined below.

### 4. Second Notice to Move

No less than 60 days before a Household is required to move, TIDA will deliver a Second Notice to Move. The Second Notice to Move will:

- Confirm whether the Household is an eligible Transitioning Household or is or includes a Post-DDA Tenant ineligible for long-term housing benefits, and whether the move is an Interim Move or a Long-Term Move;
  - For Interim Moves, offer each Transitioning Household a replacement rental unit in The Villages at Treasure Island with the same number of bedrooms as the Transitioning Household's existing unit and an initial rent at the lesser of: (i) the rent of the existing unit on the date of the First Notice to Move; or (ii) the market rent that would otherwise be charged by The John Stewart Company for the unit; or
  - For Long-Term Moves, specify the benefits, if any, among which the Household may choose; and
- State the date by which the move must occur.

### 5. Transitioning Households for Long-Term Moves Choose a Housing Benefit

Each Transitioning Household asked to make a Long-Term Move may select one of the following three benefits, each of which is described more fully below:

- The Rental Housing Option is the option to lease a newly-constructed unit on NSTI ("Rental Replacement Unit") at a subsidized monthly rental rate with long-term rent protections ("Base Monthly Rental Housing Cost").
- The In-Lieu Payment Option is the option to receive a lump-sum payment and move off-Island.
- The Unit Purchase Assistance Option is the option to receive down payment assistance towards the purchase of a newly-constructed unit on NSTI, if the Household otherwise qualifies, and to make purchase offers before the development is marketed to the general public. *Unlike the other options, a Transitioning Household may select this option before the Household receives a Notice to Move.*



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**6. Complete the Move**

Moving Assistance will be provided for every Transitioning Household that moves from one unit on NSTI to another unit on NSTI, whether it is an Interim Move or Long-Term Move. Moving Assistance is not provided for Households that select the In-Lieu Payment Option.

The purpose of Moving Assistance is to cover the costs of moving the Household. The Transition Housing Rules and Regulations will include specific procedures describing how Households will be reimbursed for moving costs.

**LONG-TERM HOUSING BENEFITS**

The DDA, if approved, will require timely construction of new housing developments into which Transitioning Households can move. Each Transitioning Household asked to make a Long-Term Move is entitled to one, and only one, of the long-term housing benefits described below. Once a Household has selected and received any one long-term housing benefit, it will no longer be a Transitioning Household eligible for housing benefits.

**1. Rental Housing Option**

The option to select the Rental Housing Option is available for Transitioning Households only after TIDA delivers a Notice to Move for a Long-Term Move. Transitioning Households will have the opportunity to rent a newly-constructed Rental Replacement Unit on NSTI.

Consistent with California Health & Safety Code § 50052.5, occupancy standards that will apply to all Transitioning Households selecting this option are:

- 1- and 2-person Households will be offered a 1-bedroom unit.
- 3-person Households will be offered a 2-bedroom unit.
- 4-person Households will be offered a 3-bedroom unit.
- 5-person Households will be offered a 4-bedroom unit.
- No Transitioning Household will be offered a Rental Replacement Unit with more bedrooms than its existing unit.

The actual Rental Replacement Unit offered to Transitioning Households will depend upon the housing available at the time of the move and the Household's income, size, and other demographic characteristics. Initial Base Monthly Rental Housing Cost for the Transitioning Household will be calculated as described below. Household income information will be kept confidential, and will only be used for its intended purpose.

- Controlled Rents will be available for the following Transitioning Households:
  - if Household income exceeds 120% of Area Median Income ("AMI");
  - if the Household includes one or more students older than 18 ("Adult Students"); or
  - if the Household does not wish to certify its annual Household income.

Base Monthly Rental Housing Cost for these Households will be the existing unit's monthly rent on the DDA Approval Date, as adjusted by the annual rent increases allowed by the San Francisco Residential Rent Stabilization and Arbitration Board under Chapter 37 of the Administrative Code ("Rent Board Adjustments").

- Income-Restricted Controlled Rents will be available to any Transitioning Household whose certified annual Household income meets regulatory guidelines for income-restricted rent protections. These Households will be required to certify their annual Household income



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through verifiable third-party sources after receiving the First Notice to Move. Base Monthly Rental Housing Cost for Households meeting applicable regulatory income restrictions will be based on certified Household income and the type of Rental Replacement Unit the Household occupies, as explained below.

- o **Tax Credit Eligible Household** (income generally not exceeding 60% of AMI): Base Monthly Rental Housing Cost will be the least of: (i) the existing unit's monthly rent on the DDA Approval Date, plus annual Rent Board Adjustments; (ii) 30% of the Transitioning Household's average monthly income; or (iii) the maximum allowable rent under applicable regulations. Tax Credit Eligible Households will be offered a Rental Replacement Unit in housing financed with low income housing tax credits and will be required to certify Household income annually while occupying the rent-restricted unit.
- o **Low Income Household** (defined in Calif. Health & Safety Code § 50079.5 (income generally not exceeding 80% of AMI)): Base Monthly Rental Housing Cost, will be the lesser of: (i) the existing unit's monthly rent on the DDA Approval Date, plus annual Rent Board Adjustments; or (ii) the maximum rent for a Low Income Household allowed by Health and Safety Code § 50053.
- o **Moderate Income Household** (defined in Calif. Health & Safety Code § 50093 (income generally not exceeding 120% of AMI)) where the Household does not include Adult Students: Base Monthly Rental Housing Cost will be the lesser of: (i) the existing unit's monthly rent on the DDA Approval Date, plus annual Rent Board Adjustments; or (ii) the maximum rent for a Moderate Income Household allowed by Health and Safety Code § 50053.

The following examples of rent calculations are included for illustrative purposes only, using maximum 2010 income limits for Tax Credit Eligible Households, Low Income Households, and Moderate Income Households. Income guidelines under local, state, and federal regulations are updated annually and therefore will change over the course of NSTI's redevelopment:

**Selected 2010 Maximum AMI Limits by Household Size**

Household Size:	1	2	3	4	5	6	7
60% AMI (Tax Credit Eligible) <sup>(1)</sup>	\$45,180	\$51,600	\$58,080	\$64,500	\$69,660	\$74,820	\$79,980
80% AMI (Low Income) <sup>(2)</sup>	\$55,700	\$63,600	\$71,550	\$79,500	\$85,900	\$92,250	\$98,600
120% AMI (Moderate Income) <sup>(2)</sup>	\$83,500	\$95,400	\$107,350	\$119,300	\$128,800	\$138,350	\$147,900

Sources:

(1) The California Tax Credit Allocation Committee: <http://www.treasurer.ca.gov/ctcac/rentincome/10/income/post20100514.pdf>

(2) [http://www.sfgov.org/site/uploadedfiles/moh/Rent\\_Limits/MOH2010\\_AMI\\_IncomeLimits-SanFranHMFA.pdf](http://www.sfgov.org/site/uploadedfiles/moh/Rent_Limits/MOH2010_AMI_IncomeLimits-SanFranHMFA.pdf)

The next table shows the maximum rents that would be paid in 2010 for a unit of each bedroom size for Households in each income tier, using 2010 income limits where applicable.

Unit Size	Maximum Tax Credit Rent for a Household at 60% of AMI <sup>(1)</sup>	Maximum Rent for a Household at 80% of AMI <sup>(2)</sup>	Maximum Rent for a Household at 120% of AMI <sup>(2)</sup>	Maximum Rent for Other Households
1 BR	\$1,209	\$1,590	\$2,385	Household's current rent, as adjusted
2 BR	\$1,452	\$1,789	\$2,684	
3 BR	\$1,677	\$1,988	\$2,983	
4 BR	\$1,870	\$2,148	\$3,220	

Sources:

(1) The California Tax Credit Allocation Committee: <http://www.treasurer.ca.gov/ctcac/rentincome/10/rent/post20100514.pdf>

(2) [http://www.sfgov.org/site/uploadedfiles/moh/Rent\\_Limits/MOH2010\\_AMI\\_RentLimits-SanFranHMFA.pdf](http://www.sfgov.org/site/uploadedfiles/moh/Rent_Limits/MOH2010_AMI_RentLimits-SanFranHMFA.pdf)

The lease for a Transitioning Household choosing the Rental Housing Option will have an initial lease term of 12 months, then continue month-to-month, and will specify that the Household may remain in the Rental Replacement Unit as long as the Household remains in good standing under its lease. Subletting will not be permitted.

Regulations affecting income-restricted units could result in different terms for rent increases and other lease terms.

## 2. In-Lieu Payment Option

The option to select an In-Lieu Payment is available for Transitioning Households only after TIDA delivers a Notice to Move for either an Interim Move or a Long-Term Move.

Transitioning Households that choose not to remain on the Islands will be offered a one-time payment in lieu of all other benefits under the Transition Housing Rules and Regulations. Transitioning Households that receive the In-Lieu Payment will not be eligible for any other housing benefits and must vacate their existing units by the date specified in the Notice to Move.

The amount of the In-Lieu Payment will be equal to the amount that the Household would receive under the schedule published and updated annually by the San Francisco Residential Rent Stabilization and Arbitration Board for Relocation Payments for No Fault Evictions. The schedule for moves between 3/1/2010 and 2/28/2011 is:

Relocation Amount Per Adult Tenant	Maximum Relocation Amount Per Unit	PLUS Additional Amount for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
\$5,101.00	\$15,304.00	\$3,401.00

Source: <http://www.sfrb.org/Modules/ShowDocument.aspx?documentid=1928>

## 3. Unit Purchase Assistance Option

A Transitioning Household that purchases a newly-constructed unit on NSTI may select the Unit Purchase Assistance Option as its long-term housing benefit before or after the Household has received a Notice to Move. The Unit Purchase Assistance Option includes both down payment assistance and an early unit purchase opportunity, as described below.

**Down Payment Assistance.** A Transitioning Household selecting the Unit Purchase Assistance Option will receive down payment assistance if the Household's purchase offer for the new unit is accepted and the purchase closes. No Household is guaranteed the right to purchase a new unit on NSTI. Transitioning Households must meet all applicable eligibility criteria to purchase a home. The unit purchased need not be similar in size, bedroom count, and amenities to the Villages unit previously occupied by the Household.

To receive down payment assistance, Transitioning Households must first qualify for and enter into a contract to purchase a for-sale unit at either:

- the same market-rate price that the for-sale unit would otherwise be made available to the public; or
- if the Transitioning Household meets all qualifying income and occupancy criteria, a below-market price for an income-restricted inclusionary for-sale unit.

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The amount of the down payment assistance will be based on the number of eligible members in the Household when the Household enters into the purchase contract for the new unit. The payment schedule anticipated to be included in the Transition Housing Rules and Regulation is:

Household Size	Amount
1 person	\$7,000
2 persons	\$9,000
3 persons	\$11,000
4 persons	\$13,000
5 or more persons	\$15,000

The amount of the down payment assistance offered will be adjusted annually by the Rent Board Adjustment. The down payment assistance will be paid at closing directly to the seller. Moving assistance will also be provided to the Transitioning Household.

Early Unit Purchase Opportunity. In addition to down payment assistance for the purchase of a new unit on NSTI, Transitioning Households will have a specific and limited time period during the initial marketing period of each new housing development to make purchase offers before those units are offered on the open market. This early marketing opportunity will not affect the prices at which new units will be offered, nor does it guarantee that the Household's purchase offer will be accepted.

Households that are interested in the early unit purchase opportunity will be asked to place the Household on a list that TIDA will maintain. Households will be asked to verify their contact and Household information periodically to remain on the list. The list will be used to inform Households of early unit purchase opportunities for new for-sale housing units before for-sale housing units are offered to the public.

### **GRIEVANCE PROCESS AND APPEALS**

TIDA will establish an appeals process by which residents and TIDA may resolve any grievances that arise during the transition process.











MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

CITY & COUNTY OF SAN FRANCISCO

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Draft Minutes of Meeting  
Treasure Island Development Authority  
July 14, 2010

San Francisco City Hall  
Room 400  
San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:35 P.M.

Roll Call

Owen Stephens, *President*  
John Elberling, *CFO*  
Claudine Cheng  
John Rahaim  
Jean-Paul Samaha  
Douglas Shoemaker

Excused

Helen Nigg  
Supervisor Chris Daly

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2. General Public Comment

There was no General Public Comment

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3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Discussed meeting with new SFPD Southern Station Captain Greg McEchern to discuss community policing and Island concerns and meeting with SFPD commercial traffic division to increase vehicular safety on-Island. Discussed fire on 1300 block of Gateview which displaced 3 units and the Red Cross is handling temporary living accommodations for the affected residents. Discussed temporary Use Permit for Hangar 3 for Cornell Company 111 Taylor Street facility residents displaced by a recent structure fire at 111 Taylor Street in San Francisco. Disclosed payment of \$9,000 to settle a case against TIDA involving a fallen tree on the Treasure Island Causeway. Stated that pre-planning for 4<sup>th</sup> of July weekend assured a positive experience for on-Island visitors and residents on 4<sup>th</sup> of July. Stated 2 derelict vessels removed in December 2009 as part of Clipper Cove clean-up will be put up for lien sale later in



July, and that the Marina restroom trailer has been relocated, thus opening up the views of the Cove and Yerba Buena Island from the southern waterfront. Discussed new leasing activity. Discussed Treasure Island Triathlon held in early July, a zydeco concert held at the Nimitz Conference Center, and the 16<sup>th</sup> annual Butterfly Count held on Yerba Buena Island.

There was no Public Comment on the Director's Report.

### **3b. Report by Office of Economic & Workforce Development**

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed publication of Draft Environmental Impact Report and Preliminary Report, and staff efforts to outreach to relevant agencies to solicit public comment. Final EIR is scheduled to be completed by the end of this calendar year or the beginning of next calendar year. Thanked all staff who was involved in the publishing of these documents. Discussed meetings with Job Corps facility representatives in Washington DC. Stated that he will be leaving his position to pursue an opportunity to live and work internationally, and that it has been a privilege to work with the Authority Board over the last 7 years.

Director Rahaim thanked Mr. Sylvan for all his hard work on the project.

Director Shoemaker thanked Mr. Sylvan for all his work on the project.

Director Samaha thanked Mr. Sylvan for his efforts on the project.

Director Cheng thanked Mr. Sylvan for his efforts and outreach to the community on the project.

Director Stephens thanked Mr. Sylvan for his work on the project.

Director Elberling thanked Mr. Sylvan for his efforts on the project.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

### **3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

Ms. Karen Knowles-Pearce, CAB chair, thanked Mr. Sylvan for all his efforts on the project on behalf of the CAB. Discussed presentations made to the CAB at recent meetings, including the Summary of Housing Transition Rules. Several Island residents attended and provided comments on the proposed Housing Transition Rules. The CAB also motioned to request additional time for public comment on the proposed Housing Transition Rules.

There was no Public Comment on the Citizen Advisory Board report.

## **4. Communications**

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

## **5. Ongoing Business by Directors**

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

**6. Consent Agenda**

Deputy City Attorney Joanne Sakai stated that a clerical error exists in the resolutions for Items 6E, 6F and 6G, and that the reference to "Director of Island Operations" should actually read "Treasure Island Redevelopment Project Director". These resolutions shall be revised to conform to this language pending approval.

There was no Public Comment on the Consent Agenda.

Director Cheng motioned for approval as amended.

Director Stephens seconded the motion.

The item was approved unanimously as amended.

**7. Resolution authorizing the Director of Island Operations to execute a Third Amendment to the Sublease with the Treasure Island Homeless Development Initiative, Toolworks, and Wine Valley, Inc., a California Corporation**

Mr. Rich Rovetti, Deputy Director of Real Estate, provided the report. The Amendment serves to remove the Treasure Island Library from the portfolio managed by the Joint Venture, delay the commencement of Base Rent due to the Authority for the Pavilion by the Bay due to unanticipated construction delays during the construction of the Pavilion facility, and increase the Base Rent for Pavilion by the Bay. The Joint Venture provided event venue management for several of the Special Event venues on-Island, and employs Island residents for their on-Island operations.

There was no Public Comment on this item.

Director Elberling motioned for approval.

Director Cheng seconded the motion.

The item was approved unanimously.

**8. Resolution Establishing an Ad Hoc Nominating Committee to Nominate Members of the TIDA Board to Serve as Officers of the TIDA Board in Accordance With the TIDA Bylaws**

Director Stephens recommended appointing Jean-Paul Samaha, Claudine Cheng and John Elberling to serve on the Ad-Hoc Committee.

There was no public comment on this item.

Director Shoemaker motioned for approval of the recommendation.

Director Rahaim seconded the motion.

The item was approved unanimously.

**9. Informational Presentation by the United States Navy on On-Going Remediation Activities on former Naval Station Treasure Island.**

Mr. Jim Sullivan, United States Navy, provided an update on remediation activities taking place on Treasure Island. Discussed sites that have been closed and sites that remain active. There is one off-shore site, Site 27, and the remaining sites are land-based. Provided a global preliminary

assessment of on-Island sites and discussed specific sites including Site 27, Site 21, Site 24, Site 30 and Site 33. Discussed Navy site assessment and remediation process and future closure schedule for current open sites. Discussed Navy's public notice process, including regular newsletters and information posting on the Navy website.

There was no Public Comment on this item.

**10. Informational Presentation on proposed summary of Transition Housing Rules and Regulations**

Director Stephens recused himself from this item.

Director Stephens left the Board at 2:20 PM

Mr. Jack Sylvan, Office of Economic and Workforce Development, discussed the proposed summary of Transition Housing Rules and Regulations. This plan addresses the households in the Treasure Island Villages housing stock, not the Treasure Island Homeless Development Initiative households. Residential move-in started after negotiations for transfer of the property began. Therefore the residents were aware that the existing housing was occupied on a temporary basis. Furthermore, in the housing leases, there is an acknowledgment of this fact and all residents signed. There is no legal entitlement to relocation benefits. However the Authority and the Board of Supervisors have committed to a package of benefits which will allow current residents to continue living on the Island. This package is consistent with the Term Sheets in that residents will be allowed the right to a new unit with long-term rent protection. The package provides options for the myriad of households present on-Island. The elements of the various options which will be available including: replacement-rental housing; in-lieu payment; and unit-purchase assistance, were explained and discussed.

There was no Public Comment on this item.

**11. Possible Closed Session**

This item was continued to the next meeting.

Ms. Saez introduced TIDA summer intern Aaron Wu.

**12. Adjourn**

The meeting was adjourned at 3:20 PM.



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Minutes of Meeting  
Treasure Island Development Authority  
July 14, 2010

San Francisco City Hall  
Room 400  
San Francisco, CA

Gavin Newsom, Mayor

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1. Call to Order

1:35 P.M.

Roll Call

Owen Stephens, *President*  
John Elberling, *CFO*  
Claudine Cheng  
John Rahaim  
Jean-Paul Samaha  
Douglas Shoemaker

Excused

Helen Nigg  
Supervisor Chris Daly

2. General Public Comment

There was no General Public Comment

3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Discussed meeting with new SFPD Southern Station Captain Greg McEchern to discuss community policing and Island concerns and meeting with SFPD commercial traffic division to increase vehicular safety on-Island. Discussed fire on 1300 block of Gateview which displaced 3 units and the Red Cross is handling temporary living accommodations for the affected residents. Discussed temporary Use Permit for Hangar 3 for Cornell Company 111 Taylor Street facility residents displaced by a recent structure fire at 111 Taylor Street in San Francisco. Disclosed payment of \$9,000 to settle a case against TIDA involving a fallen tree on the Treasure Island Causeway. Stated that pre-planning for 4<sup>th</sup> of July weekend assured a positive experience for on-Island visitors and residents on 4<sup>th</sup> of July. Stated 2 derelict vessels removed in December 2009 as part of Clipper Cove clean-up will be put up for lien sale later in

July, and that the Marina restroom trailer has been relocated, thus opening up the views of the Cove and Yerba Buena Island from the southern waterfront. Discussed new leasing activity. Discussed Treasure Island Triathlon held in early July, a zydeco concert held at the Nimitz Conference Center, and the 16<sup>th</sup> annual Butterfly Count held on Yerba Buena Island.

There was no Public Comment on the Director's Report.

### **3b. Report by Office of Economic & Workforce Development**

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed publication of Draft Environmental Impact Report and Preliminary Report, and staff efforts to outreach to relevant agencies to solicit public comment. Final EIR is scheduled to be completed by the end of this calendar year or the beginning of next calendar year. Thanked all staff who was involved in the publishing of these documents. Discussed meetings with Job Corps facility representatives in Washington DC. Stated that he will be leaving his position to pursue an opportunity to live and work internationally, and that it has been a privilege to work with the Authority Board over the last 7 years.

Director Rahaim thanked Mr. Sylvan for all his hard work on the project.

Director Shoemaker thanked Mr. Sylvan for all his work on the project.

Director Samaha thanked Mr. Sylvan for his efforts on the project.

Director Cheng thanked Mr. Sylvan for his efforts and outreach to the community on the project.

Director Stephens thanked Mr. Sylvan for his work on the project.

Director Elberling thanked Mr. Sylvan for his efforts on the project.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

### **3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

Ms. Karen Knowles-Pearce, CAB chair, thanked Mr. Sylvan for all his efforts on the project on behalf of the CAB. Discussed presentations made to the CAB at recent meetings, including the Summary of Housing Transition Rules. Several Island residents attended and provided comments on the proposed Housing Transition Rules. The CAB also motioned to request additional time for public comment on the proposed Housing Transition Rules.

There was no Public Comment on the Citizen Advisory Board report.

## **4. Communications**

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

## **5. Ongoing Business by Directors**

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

**6. Consent Agenda**

Deputy City Attorney Joanne Sakai stated that a clerical error exists in the resolutions for Items 6E, 6F and 6G, and that the reference to "Director of Island Operations" should actually read "Treasure Island Redevelopment Project Director". These resolutions shall be revised to conform to this language pending approval.

There was no Public Comment on the Consent Agenda.

Director Cheng motioned for approval as amended.

Director Stephens seconded the motion.

The item was approved unanimously as amended.

**7. Resolution authorizing the Director of Island Operations to execute a Third Amendment to the Sublease with the Treasure Island Homeless Development Initiative, Toolworks, and Wine Valley, Inc., a California Corporation**

Mr. Rich Rovetti, Deputy Director of Real Estate, provided the report. The Amendment serves to remove the Treasure Island Library from the portfolio managed by the Joint Venture, delay the commencement of Base Rent due to the Authority for the Pavilion by the Bay due to unanticipated construction delays during the construction of the Pavilion facility, and increase the Base Rent for Pavilion by the Bay. The Joint Venture provided event venue management for several of the Special Event venues on-Island, and employs Island residents for their on-Island operations.

There was no Public Comment on this item.

Director Elberling motioned for approval.

Director Cheng seconded the motion.

The item was approved unanimously.

**8. Resolution Establishing an Ad Hoc Nominating Committee to Nominate Members of the TIDA Board to Serve as Officers of the TIDA Board in Accordance With the TIDA Bylaws**

Director Stephens recommended appointing Jean-Paul Samaha, Claudine Cheng and John Elberling to serve on the Ad-Hoc Committee.

There was no public comment on this item.

Director Shoemaker motioned for approval of the recommendation.

Director Rahaim seconded the motion.

The item was approved unanimously.

**9. Informational Presentation by the United States Navy on On-Going Remediation Activities on former Naval Station Treasure Island.**

Mr. Jim Sullivan, United States Navy, provided an update on remediation activities taking place on Treasure Island. Discussed sites that have been closed and sites that remain active. There is one off-shore site, Site 27, and the remaining sites are land-based. Provided a global preliminary

assessment of on-island sites and discussed specific sites including Site 27, Site 21, Site 24, Site 30 and Site 33. Discussed Navy site assessment and remediation process and future closure schedule for current open sites. Discussed Navy's public notice process, including regular newsletters and information posting on the Navy website.

There was no Public Comment on this item.

**10. Informational Presentation on proposed summary of Transition Housing Rules and Regulations**

Director Stephens recused himself from this item.

Director Stephens left the Board at 2:20 PM

Mr. Jack Sylvan, Office of Economic and Workforce Development, discussed the proposed summary of Transition Housing Rules and Regulations. This plan addresses the households in the Treasure Island Villages housing stock, not the Treasure Island Homeless Development Initiative households. Residential move-in started after negotiations for transfer of the property began. Therefore the residents were aware that the existing housing was occupied on a temporary basis. Furthermore, in the housing leases, there is an acknowledgment of this fact and all residents signed. There is no legal entitlement to relocation benefits. However the Authority and the Board of Supervisors have committed to a package of benefits which will allow current residents to continue living on the Island. This package is consistent with the Term Sheets in that residents will be allowed the right to a new unit with long-term rent protection. The package provides options for the myriad of households present on-island. The elements of the various options which will be available including: replacement-rental housing; in-lieu payment; and unit-purchase assistance, were explained and discussed.

There was no Public Comment on this item.

**11. Possible Closed Session**

This item was continued to the next meeting.

Ms. Saez introduced TIDA summer intern Aaron Wu.

**12. Adjourn**

The meeting was adjourned at 3:20 PM.









